



Terms of business

By accepting an estimate to commence work, the client agrees to the following terms:

1. All projects will be given a written quote itemising the projected costs in advance of the project commencing. The quote will be an estimate based on how long the company expect the project to take, in terms of hours or days. It will also include the expected cost of bought-in and/or subcontracted goods and services.
 - 1.1. Unless a fixed fee has been agreed in advance, our work will be charged on an hourly/daily basis, the final cost of a project will sometimes vary from the original quote supplied for a variety of reasons including:
 - 1.1.1. Changes made by the client to the project that we deem to be a significant deviation from the original brief
 - 1.1.2. The client delaying, defaulting, or otherwise significantly disrupting the project and its agreed timescales
 - 1.1.3. Unexpected increases in our overheads or expenses attributed to the company delivering the completed project
 - 1.1.4. Circumstances occurring that are not reasonably within our control
 - 1.1.5. We will advise you in writing if this occurs before charging further costs
 - 1.1.6. In connection with your project, we will itemise and charge you for any materials and services purchased from outside suppliers
 - 1.1.7. For most bought-in goods or services, we will charge you at cost plus a minimum 17.5 per cent handling fee. The same percentage will be applied to incidental costs such as taxis and deliveries
2. All clients are required to pay invoices in full within **28 days** of the invoice date. The company retains the right to charge Interest on any arrears not paid after **28 days**, at the rate of two per cent of the outstanding balance each month until we have had payment in full.
3. Any VAT on fees and other charges that is payable to the company or a third party, will be itemized on our invoices
4. All copyright and other intellectual property rights in connection with work carried out by the company on behalf of a client belong to the company.
 - 4.1. Once the project is complete and the invoice(s) have been paid in full, the client has the right, *known as a licence*, to use our design work, for the purpose intended.
 - 4.2. Should the client provide us with any work to incorporate into a design or in connection with a project, it is the client's responsibility to ensure that:
 - 4.2.1. they obtain the appropriate copyright and all other rights in the work
 - 4.2.2. they obtain the necessary licence or other legal permission to use or have reproduced
 - 4.2.3. does not infringe on any third party rights
5. In respect of point 4 of these terms and conditions the client shall indemnify the Company in respect of all liabilities, costs, damages or charges incurred by the Company as a result of legal actions or threatened legal actions arising from its publication or use of materials supplied to it by the client.
6. The client must not alter or modify any of the company's designs or other work without prior agreement.
7. Confidentiality: We jointly agree to do everything reasonably possible to protect each other's confidentiality.



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8. Handling of client material: We will make every effort to ensure the safe keeping of any items or materials given to us, however these are given at your own risk and we will not be held responsible for accidental loss or damage.
9. It is the responsibility of the client to ensure that any copy it issues to the Company under this agreement is accurate and in compliance with all current legislation and all relevant Codes of Professional and, if appropriate, Advertising Practice.
10. Either party shall be entitled by written notice to terminate this Agreement in the event that the other commits a breach of the agreement and where capable of remedy does not do so within 30 days; ceases to trade, goes into liquidation (other than for the purposes of amalgamation or re-construction), has an administrative receiver appointed or has an administration order made in respect of it.
11. The company has the right, by writing to you, to cancel any commitments we have made, if you break any of your obligations under this agreement, or if the client:
 - 11.1. Substantially changes or cancels a project while it is still in progress.
 - 11.2. Cancels a project, or places it on hold indefinitely, at any stage,
 - 11.3. We may invoice you in full:
 - 11.3.1. for work undertaken up to that point, at our usual hourly rate,
 - 11.3.2. for any costs we incur for outside supplies already ordered for the project.
 - 11.4. If the client cancels or ends the project before it is finished, they will have no copyright license or similar rights in the work undertaken by the company, nor can the client make use of our work or exploit it in any way.
12. It is the right of the company to sub-contract any of the work to be carried out on a client's project.