

As experienced Marketing & Design consultants, we believe in dealing professionally and transparently with all clients at all times.

## Introduction

These terms and conditions apply to clients (the Client) who commission Reclaim Creative Ltd to provide services as set out below and in accompanying schedules where relevant:

- Brand and market awareness
- Brand creation
- Brand development
- Marketing analysis/evaluation/strategy
- Developing advertising, promotional and sales strategies
- Desk top and field research
- Evaluating emerging markets
- Growth facilitation and expansion
- Feasibility studies
- Funding
- Design, print & production management
- Sourcing and dealing with suppliers/contractors including negotiating and quotation
- Training

The engagement is subject to the Order Form and any specific letter/email signed by the Client, and to the terms and conditions Reclaim Creative Ltd has set out in this document. The Order Form may vary the terms and conditions.

### 1. Generally, for any service commissioned by the Client:

1.1. Reclaim Creative Ltd agrees to keep the business affairs and information of the Client confidential except where necessary for the execution of their services for the Client, authorised as part of the publication of the Client's project or by legal requirements.

1.2. The Client undertakes to provide Reclaim Creative Ltd with all information and assistance reasonably required for the completion of the agreed tasks, including overall business objectives and objectives for the Client's project including costs, timescales and required functionality, plus any relevant legal requirements, i.e. pictures, photographs, logos, artwork, product and service information, personnel and business background information etc.

Content intended for inclusion in a project should normally be provided in digital format by email, floppy disk, existing internet files or CD-Rom. Any additional cost arising where the information has to be created or converted to digital format by Reclaim Creative Ltd will be agreed with the Client beforehand. If digital information is supplied in a non-standard format, the client will be responsible for Reclaim Creative Ltd's reasonable costs of conversion to a usable format.

If the Client does not provide the above required content, information, text and images to Reclaim Creative Ltd within normally a three month timescale from the order date, or a period mutually agreed with Reclaim Creative Ltd, then Reclaim Creative Ltd reserves the right to charge the Client for the time spent on the client's project at up to a rate of £40.00 per hour plus a project cancellation charge of up to 50% of the remaining fees due.

1.3. All copyright in materials provided by the Client for its project remains the property of Reclaim Creative Ltd. Subject to this, all intellectual property rights in software, design work or any other materials provided to the Client pursuant to this agreement remain the intellectual property of Reclaim Creative Ltd as described in 2.3.

1.4. Where Reclaim Creative Ltd provides services on an ongoing or continuous basis; Reclaim Creative Ltd will provide the Client with one month's notice of termination, or of any changes to relevant prices and conditions.

1.5. Notwithstanding clause 1.4, Reclaim Creative Ltd may terminate the agreement with the Client at any time:

- a. should the Client fail to make a due payment within 15 days of being notified that a due payment has not been made?
- b. should the Client go into liquidation or have a receiver/administrative receiver appointed over any of its assets,
- c. if the Client is in breach of any term of this agreement and the breach is incapable of remedy or, if the breach is remediable, it continues for a period of 15 days after written notice requiring the breach to be remedied has been given to the Client
- d. if, in Reclaim Creative Ltd's sole opinion, the Client is using Reclaim Creative Ltd services in a way likely to damage or bring disrepute onto Reclaim Creative Ltd and the Client does not immediately desist from this use on written notice from Reclaim Creative Ltd to this effect.

In the event of any of the above terminations, Reclaim Creative Ltd reserves the right to charge the Client for the time spent on the client's project at up to a rate of £40.00 per hour plus a project cancellation charge of up to 50% of the remaining fees due under the purchase orders then current.

1.6. The client may cancel the project at any time for any reason. In this event, Reclaim Creative Ltd reserves the right to charge the Client for the time spent on the client's project at up to a rate of £40.00 per hour plus a project cancellation charge of up to 50% of the remaining fees due under the purchase orders then current.

1.7. Payment of Reclaim Creative Ltd services will be within 7 days of invoice unless explicitly agreed otherwise in writing by Reclaim Creative Ltd. Reclaim Creative Ltd reserves the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

1.8. Reclaim Creative Ltd may provide any service by means of third parties at its sole discretion. Where Reclaim Creative Ltd contacts third parties for any reason in the normal course of bidding for, arranging, undertaking or fulfilling the Client's work requirements, the Client accepts unconditionally that Reclaim Creative Ltd will not be liable for any loss or damage incurred by the Client, whether direct or indirect (including, without limitation, loss of profit) and whether arising in contract, tort or otherwise.

1.9. Reclaim Creative Ltd will take every reasonable care to ensure freedom from errors of any work undertaken for the Client. The Client warrants the understanding and acceptance that, as it is not possible to guarantee that any materials or documents are absolutely error free, the Client accepts unconditionally that Reclaim Creative Ltd does not warrant that a project is error free or that use of it will be uninterrupted and that Reclaim Creative Ltd will not be liable for any loss or damage incurred by the Client, whether direct or indirect (including, without limitation, loss of profit) and whether arising in contract, tort or otherwise.

1.10. Reclaim Creative Ltd will take reasonable care to ensure its assessments and recommendations are soundly based and aimed at completing the agreed tasks to a professional standard. Where the Client undertakes actions following recommendations from Reclaim Creative Ltd the Client accepts that responsibility for any subsequent outcomes from this remains with the Client.

1.11. The Client may agree additional work at any stage with Reclaim Creative Ltd. This will be subject to additional fees as agreed at the time. The terms and conditions as outlined here will apply to the additional work unless explicitly varied by agreement between the two parties.

1.12. Subject to clauses 1.9 Reclaim Creative Ltd's liability for any damages (including, without limitation, damages for loss of profits) arising in contract, tort or otherwise, resulting in any way from this agreement shall be limited, in aggregate over the entire period of the agreement, to the total amount paid by the Client to Reclaim Creative Ltd.

1.13. Nothing in these terms and conditions is to be interpreted as an attempt to limit or exclude Reclaim Creative Ltd' legal liability for any personal injury resulting from Reclaim Creative Ltd' negligence or to affect the Client's statutory rights.

1.14. The Client agrees to indemnify Reclaim Creative Ltd and will keep Reclaim Creative Ltd fully indemnified against all loss, damage, costs, claims and expenses arising in any way from any service or product offered or provided to, via or concerning the Client's web site and marketing and support programmes and/or any breach of the terms and conditions set out in this document or associated documents.

1.15. Each provision in this agreement limiting or excluding liability operates separately and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

1.16. This agreement is governed by and construed in accordance with English law. Reclaim Creative Ltd seeks to clarify carefully and fully in these Terms and Conditions the obligations of Reclaim Creative Ltd and its clients for the provision of Reclaim Creative Ltd services. These Terms and Conditions stand accordingly in lieu of the terms of the Sale of Goods Act 1979.

1.17. Reclaim Creative Ltd reserve the right to alter these Terms and Conditions from time to time. By continuing to accept services from Reclaim Creative Ltd after being notified by e-mail or otherwise of the altered Terms and Conditions the Client will be deemed to be bound by the altered Terms and Conditions.

1.18. All amendments to this agreement, as well as any other assurances or arrangements, must be made in writing. Any agreement made on behalf of Reclaim Creative Ltd by its representatives or agents shall only be binding if agreed in writing by Reclaim Creative Ltd.

## 2. Design and creation of a brand for the Client:

2.1. The Client commissions Reclaim Creative Ltd to design and create a brand to meet the agreed business needs of the Client and to submit the completed design for the Client's approval.

2.2. The agreed fee or any outstanding part of it will be due in full on completion of the project or agreed stages. The Client undertakes to pay Reclaim Creative Ltd the agreed fee promptly on approval of the completed design or agreed staged development and on the submission of the associated invoice. The Client agrees not to unreasonably withhold approval of the design, stage development or completed product.

2.3. All designs, materials, strategies and concepts remain the intellectual property of Reclaim Creative Ltd and Reclaim Creative Ltd may use any aspect of the design for promotional purposes. The client may adopt aspects of the design in other media including print without the permission of Reclaim Creative Ltd once full and final payment is received.

2.4. The Client understands that Reclaim Creative Ltd may use the client as a reference for future potential clients of Reclaim Creative Ltd unless otherwise agreed.

2.5. The Client is not restricted to engaging Reclaim Creative Ltd to undertake further associated projects. The Client or a third party engaged by the Client may undertake this.

## 3. Review of an existing materials/strategy:

3.1. The Client commissions Reclaim Creative Ltd to review existing materials/strategic implementations with a view to specifying improvements aimed at meeting the agreed business needs of the Client.

3.2. Reclaim Creative Ltd will review the materials, challenge operational performance and analyse the performance data provided. Reclaim Creative Ltd will normally present its conclusions via a meeting and /or written or emailed report. The report will focus primarily on those areas where, in the opinion of Reclaim Creative Ltd, improvement in performance is both possible and desirable.

3.3. The agreed Review fee or any outstanding part of it will be due in full immediately on submission or presentation of the findings of the review and of the associated invoice.

## 4. Marketing & Sales Consultancy:

4.1. The Client commissions Reclaim Creative Ltd to review and /or undertake agreed aspects of its marketing and to recommend changes as appropriate.

4.2. Reclaim Creative Ltd will report verbally or in writing / email as agreed.

4.3. The agreed Marketing fee or any outstanding part of it will be due in full immediately on submission or presentation of findings.

## 5. Cancellation of service requirement:

5.1. The Client commissions Reclaim Creative Ltd to provide marketing support.

5.2. The arrangement can be terminated by either party on one month's notice in writing.

5.3. The Client agrees to pay the agreed fees promptly by cheque, direct debit or standing order as agreed mutually between the two parties.

5.4. Reclaim Creative Ltd quotation applies for a 3-month period. Where it becomes necessary to increase this, Reclaim Creative Ltd will provide at least one month's notice of any proposed price increases.

5.5. The Client agrees to take adequate measures to ensure that any service provided by Reclaim Creative Ltd is not used for obscene, defamatory, abusive, indecent, or illegal, nor used in a manner creating a violation or infringement of the rights of any person, firm, company or other entity.

5.6. Reclaim Creative Ltd reserves the right to suspend the services provided at its absolute discretion for the purpose of maintenance, improvement, correction, updating, repair or prevention of problems including those highlighted in clause 5.5.

## 6. Integration of operation/information into the Client's administrative systems

6.1. The Client commissions Reclaim Creative Ltd to review the work required and benefits from integration of agreed aspects of the client information flow and to recommend a specified programme of integration.

6.2. The Integration fee or any outstanding part of it will be due in full on completion of the integration or agreed stages. The Client undertakes to pay Reclaim Creative Ltd the agreed fee promptly on approval of the completed integration or agreed staged development and on the submission of the associated invoice. The Client agrees not to unreasonably withhold approval of the work undertaken or of the staged development.

## 7. Marketing Support

7.1. The Client commissions Reclaim Creative Ltd to undertake work on the client's marketing / promotional programme with a view to increasing/ exposure to its target audience.

7.2. Reclaim Creative Ltd will report verbally, in writing or email as agreed to recommend and agree the work to be undertaken.

7.3. The agreed fee or any outstanding part of it will be due in full immediately. All payments made by Reclaim Creative Ltd to third parties in the normal course of its duties and within agreed budgets will be due when made or earlier by agreement. Other financial arrangements can be agreed individually with the client.

7.4 The Client authorises Reclaim Creative Ltd to contact third parties in the Client's name as its agent in the course of its accepted duties. The Client accepts that Reclaim Creative Ltd may disclose information to these third parties or enter into commitments on behalf of the client in the normal course of these duties

7.5 Reclaim Creative Ltd will take all reasonable care to ensure reports on promotion programmes are accurate, meaningful and reliable. Responsibility for subsequent actions and outcomes remains with the client at all times.

Thank you