

## TERMS AND CONDITIONS

Agreement between both Parties identified on this agreement. The Client and Contractor are subject to the following terms and conditions.

### GENERAL WORKING AGREEMENT

This document defines the terms and conditions of the working relationship. All projects or services that The Contractor may be contracted to produce or provide for The Client will be subject to the following:

**WORKING/BILLING PHASES** - If the nature of the work is project-based, then by prior agreement The Contractor will invoice The Client at the end of the project. If the work is ongoing, or a project that will take longer than a month to complete, The Contractor will invoice for their time at the end of the month. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. Planning the work, cost estimating, and billing in several phases permits me or you to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any cancelled project is billed only through phases and/or portions of phases that were actually completed by The Contractor. For each distinct project, you will receive a proposal/estimate outlining the project specifications and The Contractor's proposed scope of services and working/billing phases. Each proposal estimate will contain a project budget, which includes estimated fees for professional services and separate itemised costs for anticipated out-of-pocket expenses. We will begin work upon your approval of the written estimate. Your approval (written or oral) will constitute an agreement between us.

**PAYMENT/ESTIMATES** - The Client agrees to pay The Contractor in accordance with the terms specified in each proposal/estimate. Interest on past due balances is 5% per annum. The Contractor reserves the right to refuse completion or delivery of work until past due balances are paid. **Estimate:** Billing will reflect the actual costs incurred. Client-requested changes will be billed additionally, and be notified of any price changes.

**OUT-OF-POCKET EXPENSES** - Fees for professional services do not include outside purchases such as, but not limited to, software licenses essential to the project, web design, hosting, membership of services for the Client, or courier service. Expenses are itemised on each invoice. If The Contractor or other services are required in out-of-town locations, The Contractor will bill

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accommodation, meals, and travel at cost. Reimbursement for mileage is calculated at current allowable rates.

**REVISIONS AND ALTERATIONS** - New work requested by The Client and performed by The Contractor after a proposal/estimate has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, The Contractor will submit a proposal revision memo to The Client, and a revised additional fee must be agreed to by both parties before further work proceeds. Client alterations and other copy changes requested after layouts or publishing are completed are billed at standard hourly rates.

**OVERTIME** - Estimates are based on a reasonable time schedule, and may be revised to take into consideration The Client's "Priority Scheduling" requests requiring overtime and weekends. Knowledge of The Client's deadlines is essential to provide an accurate estimate.

**NATURE OF COPY** - The Client agrees to exercise due diligence in their direction to The Contractor regarding preparation of materials and must be able to substantiate all claims and representations. The Client is responsible for all trademark, servicemark, copyright and patent infringement clearances, unless otherwise specified. The Client is also responsible for arranging, prior to publication, any necessary legal clearance of materials prepared.

**ERRORS AND OMISSIONS** - It is The Client's responsibility to check drafts carefully for accuracy in all respects. The Contractor is not liable for errors or omissions. The Client's signature or that of their authorised representative is required on all drafts prior to release for printing or other implementation.

**TELECOMMUNICATIONS** - The Contractor shall pay for all emails, faxes, phone calls etc made at your premises or from my home that are made on your behalf. The Contractor is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment.



**INSPECTION OF BOOKS** - Upon reasonable notice, any and all invoices from The Contractor's vendors, time sheets and other documentation relating to The Client's account will be available to The Client.

**PROPERTY AND SUPPLIER'S PERFORMANCE** - The Contractor will take all reasonable precautions to safeguard the property you entrust to them. In the absence of negligence on The Contractor's part, however, The Contractor is not responsible for loss, destruction or damage or unauthorised use by others of such property. The Contractor will use best efforts to ensure quality and timely delivery of all work and materials. Although The Contractor may use their best efforts to guard against any loss to The Client through the failure of vendors, media, or others to perform in accordance with their commitments, The Contractor is not responsible for failure on their part. If The Client selects their own vendors, other than those recommended by The Contractor, The Client may request that The Contractor coordinates their work. If at all possible, The Contractor will attempt to do so, but cannot in anyway be held responsible for quality, price, performance or delivery.

**LIEN** - All materials or property belonging to The Client, as well as work performed, may be retained as security until all just claims against The Client are satisfied.

**RIGHTS OF OWNERSHIP** - Once a project has been delivered by me and is fully paid for by The Client, The Contractor will assign the reproduction rights of the design for the use(s) described in the proposal. According to Copyright Law, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by The Contractor, or purchased from a stock agency on The Client's behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with The Contractor and/or his/her authorised representative, The Client may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. The Contractor reserves the right to take a screenshot of and/or distribute or publish for promotional and marketing needs any work The Contractor creates for The Client, if it currently resides

in public view, and if not, with The Client's consent, including mock-ups as samples for their portfolio and similar media. The Contractor agrees to store any digital work done for you for a period of 6 months beyond the delivery of a job. Thereupon, The Contractor reserves the right to discard them.

**TERM AND TERMINATION** - The term of this agreement will continue for work in progress until terminated by either Party upon thirty (30) days written notice. If The Client should direct The Contractor at any time to cancel, terminate or "put on hold" any previously authorised purchase, The Contractor will promptly do so, provided The Client hold The Contractor harmless for any cost incurred as a result. Upon termination of this agreement, The Contractor will transfer to The Client all property and materials in their control and for which The Client has paid. The Client will indemnify and hold The Contractor harmless for any loss or expense (including legal fees), and agree to defend The Contractor in any actual suit, claim or action arising in any way from the working relationship. This includes, but is not limited to assertions made against The Client and any products and services arising from the publication of materials that are prepared and approved before publication.

**PRODUCTION SCHEDULES** - Production schedules will be established and adhered to by both Parties, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labour trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of either Party. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

**ADDITIONAL PROVISIONS**

This agreement is our entire understanding and may not be modified in any respect except in an executed agreement. If The Contractor must retain solicitors to collect invoices, they will be entitled to reasonable legal fees, court costs, and interest at the maximum rate permitted by law.

**Company / Individual:**

**Signatures:**

**Date:**