

Terms of Business

Please Note

All services that Touch Marketing Ltd are contracted to provide or produce are subject to our terms of business. To follow are our standard terms for reference, however when becoming a client of Touch Marketing & Design, you will receive a copy of these terms, specifically relating to your project[s].

1.0 This Agreement

These Terms shall apply to all work in which we are engaged by you and should be read in conjunction with other proposals, quotations or similar communications [including emails]. Where these terms differ from specific terms outlined in any other communications, the latter will apply. By agreeing to, by sending us instructions or by allowing us to start work on your project, you shall be deemed to have accepted these Terms of Business. Each project in which we perform services or provide products may, at our option, be treated as a separate contract between the two parties.

Any agreed variation to these Terms must be confirmed in writing by us to you in order to be effective. Any decision by us not to enforce any of these Terms shall not prejudice our rights under these Terms at any time. Every contract between us shall be governed by and construed in accordance with English law. If any issue or dispute arises between us relating to your matter [whether in contract or in tort], the English Courts shall have exclusive jurisdiction to determine such issue or dispute. This agreement is our entire understanding and may not be modified in any respect except in an executed agreement.

2.0 Estimates / Quotations

If requested to do, we may provide an 'estimate' and this is an indication of our likely charges for carrying out a particular project. Our estimate is based on the information available to us at the time the estimate is given and is subject to revision. It does not amount to a contractual commitment on our part to complete the work for the amount stated within the estimate. We will advise the CLIENT at our earliest opportunity if it becomes apparent that our charges are likely to exceed the given estimate. Estimates are valid strictly for 14 days from date of estimate.

If we provide a 'quotation', this is a proposal by us to carry out all or part of a project as stated for an agreed charge and if that proposal is accepted, then it becomes a contractual commitment on our part. If by arrangement with you, we carry out work in excess of that specified, our charges for that additional work will be charged in addition to the quoted fee at our set applicable hourly rates for that particular type of work. Quotations are valid strictly for 14 days from date of estimate.

3.0 Fees / Working And Invoicing Phases

For each project, TOUCH MARKETING will provide an estimate or a quotation outlining the project specifications and working/invoicing phases. Each estimate/quotation will include anticipated fees for services provided and separate itemised costs for any anticipated expenses. TOUCH MARKETING will begin work upon CLIENT'S approval of the written estimate.

The approval [either written or oral] will constitute an agreement between TOUCH MARKETING and CLIENT. Planning the work, cost estimating and invoicing in several phases permits TOUCH MARKETING or CLIENT to adjust for such revisions/or halt work before completion if a project is postponed or cancelled. Any

cancelled project is invoiced only through phases and/or portions of phases that have actually been completed. We recognise that in certain circumstances, you may wish to pre-budget for fees and in those circumstances we are willing to discuss a fixed charge for the entire project from the outset. If we agree on a fixed charge, we will set out the extent of the work which will be undertaken for the fee[s] quoted.

4.0 Payment

The CLIENT agrees to pay TOUCH MARKETING in accordance with the terms specified in each estimate/quotation or other communications [including emails]. In certain instances, TOUCH MARKETING reserve the right to request that 50% of the project cost be paid before work begins. Unless otherwise specified, all invoices are payable strictly within 30 days of the date of invoice although new clients may be requested to pay their first invoice on presentation before goods/services are released. We reserve the right to refuse completion or delivery of work until past due balances are paid. If we incur expenses when collecting our invoices, we will be entitled to reasonable fees, court costs and interest at the maximum rate permitted by law. All materials or property belonging to the CLIENT, as well as work performed on the CLIENT's behalf may be retained as security until all just claims against the CLIENT are satisfied.

5.0 Expenses

Expenses are payable when incurred in the process of carrying out work on behalf of the CLIENT. Any out-of-pocket expenses reasonably incurred in the performance of duties will be itemised on each invoice. Receipts and/or documentation relating to expenses can be provided, however a request for such, must be made before any expenses are incurred. Vehicle mileage is charged at £0.40 [forty pence] per mile and all other traveling expenses [eg. parking] are chargeable at cost.

Fees for our services do not include additional purchases as dictated by the project such as [but not limited to] printing, colour printouts, laminating, illustrations, separations, photography, shipping/handling or courier services and if applicable, these services are charged at cost.

6.0 Acceptance

The CLIENT shall be deemed to have accepted the work as being completed in line with the initial estimate/quotation or other agreement and shall be bound to pay unless written notice of rejection is received by TOUCH MARKETING with 7 [seven] days of completion.

7.0 Term And Termination

The term of this agreement will continue for work in progress until completed or terminated by either party upon 30 [thirty] days written notice. If the CLIENT directs TOUCH MARKETING at any time to cancel, terminate or "put on hold" any previously authorised work or purchase[s], we will promptly do so, provided TOUCH MARKETING are held harmless for any cost incurred as a result. Upon termination of this agreement, TOUCH MARKETING will transfer to CLIENT all property and materials in our control and for which the CLIENT has paid.

The CLIENT will indemnify and hold TOUCH MARKETING harmless for any loss or expense [including any fees], and agree to defend TOUCH MARKETING in any actual suit, claim or action arising in any way from our working relationship.

8.0 Revisions And Alterations

New work requested by CLIENT and performed by TOUCH MARKETING after a estimate/quotation or similar has been approved and/or is undertaken, is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate/quotation, a revised estimate/quotation will then be submitted by TOUCH MARKETING. Additional fees must be agreed by both parties before any further work proceeds. CLIENT alterations and other changes requested after final artwork, layouts or mechanicals are completed will be invoiced at standard hourly rates. CLIENT requested changes will be invoiced additionally and the CLIENT will be notified of any price changes or additional costs in advance of such work commencing.

9.0 Nature Of Content / Copy

The CLIENT must exercise due diligence in its direction to TOUCH MARKETING 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. The CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials we prepare and TOUCH MARKETING cannot be held responsible for any infringement.

10.0 Production Schedules

Specific production schedules can be provided if required and will be adhered to by both CLIENT and TOUCH MARKETING, 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 the CLIENT or TOUCH MARKETING. Where production schedules are not adhered to by the CLIENT, the final delivery date or dates will be adjusted accordingly.

11.0 The Sign Off Process

Every care is taken to ensure that all details, colours, sizes, spelling, grammar and other details are correct. However, the CLIENT is responsible for checking final proofs carefully for accuracy in every respect and TOUCH MARKETING cannot be held responsible for any errors, omissions or discrepancies once the item[s] has been approved.

The signature of the CLIENT or that of their authorised representative is required on all mechanicals or artwork samples prior to release for printing or other final implementation. CLIENT alterations and additional proofs required thereof shall be charged extra.

12.0 Property / Supplier's Performance

TOUCH MARKETING will take all reasonable precautions to safeguard the property entrusted to us and/or work carried out by us on behalf of the CLIENT. In the absence of negligence on our part, however, we cannot be held responsible for loss, destruction or damage or unauthorised use by others of such property.

We will use our best efforts to ensure quality and timely delivery of all printed or otherwise reproduced pieces. Although we will endeavour to guard against any loss through the failure of vendors, media outlets, or others to perform in accordance with their commitments, TOUCH MARKETING cannot be held responsible for failure on their part.

If the CLIENT decides to select their own vendors, rather than those appointed by us, where possible and as requested, we will attempt to co-ordinate their work. However, we cannot in anyway be held responsible for quality, price, delivery or general performance and an additional fee may apply for providing this service.

13.0 OVER-RUNS AND UNDER-RUNS

The CLIENT will accept over-runs or under-runs that do not exceed 10% [ten per cent] of the quantity ordered on all jobs. TOUCH MARKETING will invoice for the quantity delivered within this tolerance. If the CLIENT requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

14.0 Rights Of Ownership

Once a project has been delivered and is fully paid for by CLIENT, TOUCH MARKETING will assign the reproduction rights of the design for the use[s] as described in the proposal. The rights to all design and art work, including but not limited to photography and or illustration created either by TOUCH MARKETING or by independent or retained photographers or illustrators, or purchased from a stock agency on behalf of the CLIENT, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" is negotiated and agreed with TOUCH MARKETING, you may not use or reproduce the design or the images therein for a purpose other than the one[s] originally stipulated.

If the CLIENT wishes to use the design created and/or the images within it for any purpose or project, the transfer of rights must be agreed and any additional fees that may apply must be paid before proceeding. If printing or other implementation is done through the CLIENT'S vendors, you agree to return to us all original mechanicals and artwork [slides, prints, drawings, separations, etc. as applicable] within 2 [two] weeks, and to provide printed samples of each project. Upon request, copyright transfer and ownership confirmation documents can be provided.

TOUCH MARKETING reserve the right to use, distribute or publish any work created for the CLIENT, as promotional samples for our portfolio, brochures, slide presentations and similar promotional media. We agree to store computer disks containing the work for a period of 6 [six] months beyond the delivery of a project. Thereupon, we reserve the right to discard them unless specifically requested not to do so.

15.0 Telecommunications

TOUCH MARKETING are not responsible for any errors, omissions or extra costs that result from faults in the telephone, cable, satellite network or from incompatibility between the sending and receiving equipment. Where applicable, CLIENT shall pay for transmission[s] charges.

16.0 Further Information

For further information on any aspect of this confidentiality agreement or for clarification on any part of the project we shall carry out on your behalf, please contact:

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