

rebellion

Design, Branding, Consultancy Services - Standard Terms and Conditions

The term "Agency" refers to Rebellion London Limited of 31 New Inn Yard, London, EC2A 3EY, United Kingdom. Registered in England at the same address. Company number: 09730987

- 1) All fees and costs provided exclude VAT where applicable and are valid for 14 days from the date of the estimate (E&OE).
- 2) The fees and costs stated when we provide an estimate are based upon what we anticipate the creative, time and production requirements to be based on previous experience and on typical processes, plus client cooperation in provision of content, meeting deadlines and approval. Within reason, additional charges may be payable if there are significant variations to this, although the client would be made aware of this in advance. Charges are unlikely to wildly deviate from those estimated unless required scope changes significantly.
- 3) No work will commence until the agency has received approval of the estimate (verbally or via email) and a minimum advance deposit of 50% of the agreed fees and any anticipated costs (unless otherwise agreed in writing) has been received; this ensures our agency is fully equipped to provide the very highest levels of service and expertise, from project commencement to completion. This also applies if a project is delivered in stages, whereby a deposit will be required before proceeding to each new stage.
- 4) Unless otherwise agreed in writing, any balance of costs and fees will be payable upon project completion (e.g. on delivery of approved artwork, order of printed items etc): failure to settle our invoices promptly may result in delays to project delivery where we reserve the right to halt any and all work being undertaken for the client.
- 5) Where an estimate has been provided for a project to be tackled in stages, then each stage will require full payment before the agency progresses to the next.
- 6) Schedule creep – should any project wildly exceed the agreed schedule, the agency reserves the right to invoice 25% of any outstanding estimate balance, with the remaining 25% payable on completion to ensure our cashflow continues to flow. This is at the discretion of the agency.
- 7) Any printing, production or third-party services that are provided by the agency will require upfront payment of 100% of any agreed costs, prior to incurring on behalf of the client.
- 8) Unless otherwise stated above, or previously agreed in writing, all invoices are 'due upon receipt' however to permit client administration we request payment within 7 days of the invoice date.
- 9) Unless otherwise agreed in writing, work will usually commence work within 5 business days after receipt of any advance invoice payment. Any anticipated completion date provided by the agency is subject to options chosen and client co-operation in provision of information, resource (brand assets, images, copy / content etc) and prompt approval. The agency will do its very best to ensure that agreed schedules are adhered to, but please be aware that circumstances where the client becomes uncontactable, large numbers of amendments are requested, or additional requests are made; may result in a delay. Schedules provided are provisional and the agency will not be held liable if any project is held up due to delays in the client providing requested information, approval, third-party circumstances

outside of our Agency's control, or force majeure / act of God.

10) Depending on the type of project, estimates provided by the agency usually allow for provision of a minimum number of initial concepts with 2 to 3 rounds of feedback to allow for collaborative development prior to finalisation. In the unlikely event that the client is not satisfied with the work presented, at the Agency's discretion, a further round may be provided. Should there be no agreement on direction at this stage; the agency reserves the right to potentially bring to an end any agreement with the client with no refund of any fees paid. An assessment will then be made by the Agency on hours burned / work provided vs estimated fees, in order to agree if any further fees and costs are payable by the client within any sum agreed. Should any advance fee deposit have a surplus, this will be returned to the client along with a credit note to support the transaction.

11) Depending on the type of project, estimates provided usually allow for a maximum of 2 to 3 rounds of client feedback / amendments; beyond this, additional fees / costs may be payable, although the client would be made aware of this in advance.

12) At the end of each stage of the process (including – but not limited to – sending an item to print, or publishing a website etc) the client will be required to 'sign-off' by providing their approval either verbally or via email. No further work will be undertaken until the agency is in receipt of a sign-off at a key stage. Any amendments to work after a sign-off may incur additional charges for further time spent, although the client would be made aware of this in advance. It is the sole responsibility of the client to check all work thoroughly before sign-off. The agency accepts no responsibility for any typographical errors, incorrect information, content or otherwise following sign-off.

13) Estimates provided for larger projects allow for *occasional* meetings at key stages for a reasonable length of time between the agency and client. Some meetings may incur additional charges for time spent or for those called by the client in relation to low-value projects that we deem to be commercially unviable for the agency to service.

14) Unless otherwise agreed in writing, projects are subject to a 'standard disbursement charge' to cover anticipated costs for any in-house printing, consumables, travel etc. This is usually reflected as part of our hourly rates and will not be detailed as a separate line item on any estimate or invoice.

15) Unless otherwise specified, estimates exclude the following where relevant: VAT at the applicable rate, printing, commissioned illustration, photography, stock images, image retouching, image scanning, copywriting, postage, couriers, travel (exceeding that allocated within the 'standard disbursement charge' above), website hosting, hard drives or other portable data drives, software licences, other third-party costs incurred (such as international bank charges where applicable) etc.

16) It is assumed that unless included as briefed scope of work, all copy, images and content will be provided by the client.

17) The agency recommends that clients use our preferred suppliers for any printing and is able to provide competitive quotations. Although clients are not contract-bound to use the agency to provide this service, it is highly recommended for quality control and seamless delivery. Should a client prefer to use their own print supplier, the agency will simply provide artwork directly to the client. Should the agency be required to liaise with a client's own supplier, we reserve the right to charge for our time in doing so as an additional fee, unless agreed otherwise.

18) In addition to print suppliers, the agency collaborates closely with photographers, illustrators, video producers, specialist service and other complementary partners to provide an extensive offering beyond in-house capabilities where requirement dictates.

19) Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, on-screen colours, 'contract' proofs, and final printed items. These factors are determined by the source of the print or visual, type of ink or technology used in application, type of production / print process, substrate used etc. As a result, the agency is unable to 100% guarantee consistency and accuracy of colour. A proof to test reproduction of design elements and a contract / 'wet proof' provided by the print supplier is highly-recommended (at additional cost). Without such a contract proof, the client accepts there may be inconsistencies across work produced and indemnifies the agency and its partner as a result.

20) Until all of the Agency's fees and costs are paid in full; all designs, artwork and rights to design and artwork (whether in digital, sketchbook / casual or printed format) remain the intellectual property of the agency. Full copyright and ownership of all 'commissioned' work will reside with the agency until full payment has been received, at which point the agency will automatically surrender under implied licence, rights to use final work produced (not including alternative designs, concepts, options, files, images or documents developed throughout the process). This agreement is subject to appropriate credit and

acknowledgment appearing and the agency's right to use the work for self-promotion in its portfolio, presentations, publicity and marketing. Should any work require adaptation, manipulation or similar, the Agency must be consulted and permission in writing provided prior to any design or similar being changed and made public, unless this is carried out by the Agency, in which case the previous terms again apply. Should a legal 'transfer of title' be required by the client to surrender all rights to any work we provide, this may be drawn up by our legal advisors at their prevailing rate and will be recharged to the client accordingly, in addition to an appropriate fee applicable to the nature of the work provided.

21) The agency will never knowingly infringe any copyright or trademark and will deliver, to its knowledge and with best endeavours, creative solutions that are original and unique to the agency. Unless otherwise agreed in writing, it is the responsibility of the client to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the UK's Intellectual Property Office (IPO) and its international counterparts where required.

22) If requested, the agency will (at its discretion) provide the client with end-artwork or assets in their final form (e.g. print-ready PDF, logo and brand element files, website files, video files etc). The agency does not automatically provide clients with original artwork, video rushes, masters or any working or development files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with the agency for non-exclusive future use at its discretion. Should a client require ownership and provision of these, the agency will consider an appropriate fee for the provision of these files and time to do so. Some master assets may also include proprietary methodology that belongs to the agency and is considered commercially sensitive.

23) The agency will not at any time either directly or indirectly, use for our personal benefit or divulge, disclose or communicate in any manner any information that is proprietary to the client. We will act reasonably to protect such information and treat it as strictly confidential.

24) The client agrees to indemnify the agency and keep the agency indemnified and hold the agency harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided. The agency shall not be liable for any loss that may occur before, during or after the development and delivery of any project. The agency will not be held responsible for any delays, errors or losses arising from any third party.

25) The client agrees to alert the agency in writing to any defects or problems in relation to any applicable work and services provided, within 7 days of delivery. The agency will not consider any claims made after this period. Furthermore, the agency will not consider any claim in relation to any other work provided to the client unless made within 30 days of the final project invoice. Any claims made will be considered and – where appropriate – forwarded to our legal advisors.

26) For all digital projects, unless specifically stated, the client will retain 100% ownership of the completed asset or website only (ownership is not applicable to proprietary software and programs and source code such as databases, e-commerce and/or content management systems, web application source code or video files unless otherwise agreed).

27) In no event shall the agency, its employees or agents be liable for any direct, indirect or consequential damages resulting from the hosting of websites or data on our servers or that of our partners, notwithstanding the provisions of the ICO, GDPR and applicable English Laws.

28) Appropriate credit and acknowledgment for work produced by the agency should be attributed to 'Rebellion London' where possible (for instance written in small text on the back of a brochure or in the footer of a website) and may be referenced for the agency's promotional purposes unless otherwise (in exceptional circumstances) prearranged with the client. It is recognised that provision of a credit is not always possible due to design constraints.

29) These terms and conditions of supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. The agency reserves the right to change or modify these terms at any stage with immediate effect therefore recommends clients review on a regular basis. By agreeing to these terms, your statutory rights are not affected.

30) The Agency holds active policies of Public Liability and Employer insurances as required by Law.

31) The Agency holds Professional Indemnity insurance with cover of no less than £1,000,000 GBP. Additional levels of cover and specific terms can be provided to clients by the agency (subject to negotiation and agreement by our legal advisors and insurance underwriters) with the cost recharged to the client.

32) Unsociable meetings after 1500hrs on a Friday afternoon are discouraged unless the client is hosting (and buying the drinks) at a local public house or similar.

33) The Agency operates normal business hours in the UK of 0900-1730hrs Monday to Friday.

We do not generally work during weekends or public holidays unless exceptional circumstances dictate and by prior agreement with a client. Calls and emails will not be responded to outside of our normal business hours.

Please note for guaranteed provision of our services at short notice, a 'Retained Agency' framework is available via separate negotiation; subject to a minimum term of 6 months and fee of GBP £40,000 +VAT per calendar month (subject to agreed resources and SLAs).

34) These terms and conditions of business shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.