

Brandraven Ltd Terms & Conditions 2015

1. General

These terms and conditions apply to all work carried out by Brandraven Ltd, including but not limited to consultancy services, artwork, graphic design, digital and printed marketing materials, communications, website development, events and any other services commissioned by a client. In these terms and conditions the client means the individual person or company who commissions the services of Brandraven Ltd. Brandraven Ltd is a company incorporated in England and Wales with limited liability ("Brandraven"), company number 8936149. All work carried out by Brandraven is done so on the basis that the client has agreed to these terms and conditions, which supersede any previous terms and conditions distributed in any form, print or digital. The validity and enforceability of these terms and conditions will be interpreted in accordance with the laws of England, but Brandraven reserves the right to bring related proceedings in any other court of competent jurisdiction. Failure by Brandraven to enforce any of these terms and conditions shall not be construed as a waiver of them. Brandraven reserves the right to change any rates and any of these terms and conditions at any time and without prior notice.

2. Consultancy Services

Brandraven is responsible for providing brand design and marketing consultancy services with skill and care to a standard that is reasonably expected from a competent and professional supplier of such services. Brandraven agrees to work diligently to protect and promote the interests of the client at all times, acting loyally and faithfully towards the client always and cooperating where appropriate with any other agencies engaged by the client during the project. The client accepts responsibility for providing Brandraven with all information, assistance and materials that Brandraven requests to facilitate delivery of services. The client agrees to notify Brandraven of any events, press engagements or marketing activities in the client's business and to permit Brandraven to attend necessary meetings with other agencies and/or individuals engaged by the client. The client warrants that to the best of its knowledge, all data supplied to Brandraven is accurate and complete. The client agrees to the best of its ability to follow brand marketing consultancy advice provided by Brandraven, while never holding Brandraven responsible for the outcomes of either following or acting against such advice.

3. Design Services

Charges for design work produced by Brandraven will be detailed in a project proposal provided to the client prior to any work commencing. Charges for design work are applied based on the client's specification and also the quality of the design brief provided to Brandraven by the client, which determines the ability of Brandraven's designers to create work to the client's liking. Charges for design work do not cover the release of copyright design files including indd, psd, png, eps, jpg or any other source files, which are subject to a separate 'buy-out' charge. Publication and/or release of work carried out by Brandraven on behalf of the client may not take place before cleared funds have been received. All design work will be proofed by the client and written approval given before Brandraven will release it for use.

4. Ownership

All creative assets remain the property of Brandraven in accordance with the Copyright, Designs and Patents Act 1988 or otherwise, until all fees having been paid in full by the client. Only when all fees have been paid by the client on fulfillment of contract, which is defined in the Project Completion section of these terms and conditions, will Brandraven assign in writing the reproduction rights of any design work or creative assets to the client, relinquishing Brandraven from ownership and any responsibility for its use thereafter. This applies to all graphic design work, printed and digital, including but not limited to copy, text, logos, straplines, slogans, infographics, brand design elements, websites, images, photos, media footage, ideas, concepts, proofs, visuals, illustrations and all other creative contributions. If multiple concepts are presented, only one concept is deemed given by Brandraven as fulfilling the contract. All other artwork, designs and concepts remain the property of Brandraven unless agreed otherwise in writing. Master artwork including rough drafts, visual concepts, mood boards, mock-ups and presentations remain the property of Brandraven indefinitely and will not be released to the client or any third party to use in any way whatsoever without prior written agreement by a director of Brandraven. Release of final artwork at the point of project completion does not indicate any client claim to master artwork produced by Brandraven. Brandraven reserves the right to publish for promotional and marketing needs any work created for any client, including master and final artwork, as samples for portfolios, newsletters, brochures, presentations, websites, social media posts and any other digital or printed promotions or showcase and for entry for awards.

5. Trademarks & Copyright

If a client wishes to register as a trademark any design, image or text created by Brandraven and supplied to the client, it is free to do so only when the project is signed off as complete by both parties and when all project fees have been paid to Brandraven with cleared funds, relinquishing ownership of the artwork to the client. Brandraven may provide guidance to clients on how to apply to the UK Intellectual Property Office for a trademark. However, under no circumstances is Brandraven liable for the outcomes of any such application for a trademark, or any fees or losses incurred by the client as a result of the application being approved or declined. If the client's application for a trademark is approved, Brandraven is not responsible for any efforts or subsequent actions to protect or harm that trademark by the client or any third party. Any event of a third party making claim to such artwork should be registered by the client with the appropriate authorities prior to further use and legal advice sought by the client. The client agrees not to hold Brandraven responsible for any loss or damages resulting from such claims, and any claim against Brandraven shall be limited to the relevant fee(s) paid by the client.

6. Third Party Artwork

In the event of Brandraven acquiring artwork created by any independent art-worker or stock provider on behalf of the client, the rights to such designs and artwork remain with the individual art-worker as per UK copyright law. It is the responsibility of the client to abide by any relevant third party's terms and conditions relating to such artwork at the point of project completion and thereafter. Brandraven is not liable for any failure on the client's part to do this nor any losses or fines incurred by the client as a result of that failure. In instances when the client supplies materials such as images and text to Brandraven for inclusion in any work that Brandraven is carrying out, the client declares that it holds the appropriate copyright and/or trademark permissions to do so and must be able to substantiate all claims and representations. Ownership of these materials will remain with the client or rightful copyright or trademark owner, and the client agrees to exercise due diligence in its direction to Brandraven regarding the preparation of these materials. The client is responsible for all trademark, copyright and patent infringement

clearances and is responsible for arranging, prior to publication, any necessary legal clearances, licenses, usage or royalty payments. Should it arise that Brandraven or the client has supplied any image, text, media footage or any other asset for use in any medium, printed or digital, believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, Brandraven retains the right to immediately remove and/or replace the file in all instances of its use without prior notice. The client agrees to fully indemnify and hold Brandraven free from harm in any and all claims resulting from the client in not having obtained all the required copyright and/or any other necessary permission.

7. Project Proposal, Acceptance & Completion

After an initial consultancy meeting between Brandraven and the client, Brandraven will provide the client with a written project proposal, including an estimated quote of total project costs and timeframes and a breakdown of the work proposed. Proposals are valid for only 30 days from the date issued. These terms and conditions will be supplied to the client with the project proposal and can be read at www.brandraven.com. By returning to Brandraven a signed copy of the project proposal, the client accepts the proposal and all of its contents and these terms and conditions, forming a contract between the signatory and Brandraven. No work on a project will commence until this document has been received by Brandraven, signed and dated by the client. The date of acceptance signifies the project start date. Once a project is deemed complete by Brandraven, the client will be asked to provide written sign-off indicating that all work commissioned by the client has been carried out by Brandraven to completion and to the client's satisfaction. Brandraven will only consider a project as complete upon receipt of this written sign-off. Once a project is complete, the client will be invoiced any remaining project fees, defining the contract as fulfilled.

8. Project Duration

Any indication given by Brandraven of a project's duration is an estimate only. Knowledge of the client's deadlines is essential in making such estimates but does not guarantee accuracy. Brandraven is not responsible for any project over-runs, regardless of the cause. Estimates are based on a time schedule that is deemed reasonable by Brandraven taking into account the workload being commissioned by the client. Estimates may be revised to take into consideration any priority scheduling requests made by the client that require overtime and/or weekend working by Brandraven staff. In addition, Brandraven may mark up charges in respect of work required in a hurry. Estimated project duration starts from the date that the initial 30% deposit is received by Brandraven, with the funds being cleared and showing in Brandraven's account, and ends at the point that Brandraven declares the work as complete by requesting client sign-off.

9. Fees & Payment

Brandraven's fees will be outlined in the written project proposal that is provided to the client. At the time of the client's signed acceptance of the project proposal, indicating acceptance of these terms and conditions, a non-refundable advance of 30% of the quoted total project fee is immediately due. No work on a project will commence until Brandraven has received this 30% payment in full. Once a project is signed off as complete by the client, agreeing that no further work is outstanding, Brandraven will invoice the client for all remaining project fees. The balance of this invoice is to be paid by the client to Brandraven within 28 days of the invoice issue date, which is displayed on the invoice. Payments are welcome by online transfer, cash, cheque, Bacs or for overseas clients Paypal. The publication and/or release of work undertaken by Brandraven on behalf of the client will not take place before cleared funds have been received unless Brandraven agrees otherwise in writing. The client will in addition pay (in advance if requested by Brandraven) Brandraven's costs and expenses as outlined in the project proposal.

10. Default

Brandraven reserves the right to consider a client's account to be in default if any fees remains unpaid after 28 days from the date of invoice, or following a returned cheque. A fine of £50 per returned cheque will be applied. Accounts that remain outstanding for 28 days after the date of invoice, will incur an extra charge of 1% per month or 12% per annum of the outstanding amount. Brandraven is entitled to withhold and withdraw all work carried out for the client when an account is considered default. This includes Brandraven's right to delete, uninstall and remove by any means and without prior notice all work, materials and assets created by Brandraven from any and all domains including computer systems and digital mediums, until the amount owed has been paid in full. This is applicable to any unpaid monies due for any services, including but not limited to hosting, domain registration, search engine submission, design and maintenance, sub-contractors and so forth. Removal of such materials does not relieve the client of obligation to pay the amount owed. Clients whose accounts become default agree to pay Brandraven reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions. As security, Brandraven may retain any property belonging to the client until all claims against the client are satisfied.

11. Cancellation

It is acceptable for cancellation of orders to be made initially by telephone or e-mail, however following this Brandraven must receive formal notification in writing to Brandraven's postal address, after which the client will be invoiced for all work completed over and above the original non-refundable 30% advance. The balance of all monies due must then be paid within 28 days. Cancellation requests that are not formally confirmed in writing and received by Brandraven within 14 days of such instruction being issued will be liable for the full project fees.

12. Revisions & Errors

New work requested by the client after accepting a project proposal is considered a revision or alteration. Changes required over and above the proposed and agreed work are also considered a revision or alteration. Both of these instances are liable to additional charges. If the client requests changes to an extent that substantially alters the specifications described in the original quote, Brandraven will submit a revised proposal with a revised fee to be agreed to by both parties before further work proceeds. Brandraven will issue electronic contact reports detailing meetings between the client and Brandraven staff when such requests for revisions or alterations arise. If the client does not question the content of these reports within three working days of receipt, Brandraven will consider the report to be a factually correct record of the client's request for revisions or alterations and will commence the issuing of a revised project proposal. Any variations between the total project fee issued in the original project proposal and the total project fee issued in the final invoice will only occur as a result of changes to the work being commissioned by the client, requested by the client at their will and in writing during the project. In such circumstances an updated project proposal will be applied in replace of the original and must be signed and returned by the client to Brandraven before such changes will take place. Author's alterations and other copy changes requested after designs are completed will be charged at an hourly rate. The client agrees that Brandraven holds no responsibility for any amendments made by any third party, before or after the client has signed off the project

as complete. Whilst all efforts will be made by Brandraven to ensure the accuracy of work, Brandraven can accept no liability for errors or omissions not highlighted by the client prior to written approval for publication or print. It is therefore the client's responsibility to check proofs carefully for accuracy in all respects, including but not limited to prices, dates, spellings, grammar, dimensions and distances. The client's signature is required on all proofs or artwork prior to release for printing or other implementation, indicating that the work has been checked by the client and is satisfactory and correct.

13. Data Handling & Confidentially

Data and content will be exchanged between the client and Brandraven by means deemed suitable by Brandraven. The client agrees to Brandraven's definition of suitable means. Text may be supplied in electronic format as standard text (.txt) or Microsoft Word (.doc) via email, Drop-box, CD-ROM, external hard drive, USB stick or other electronic data format. Images are to be supplied in an electronic format as prescribed by Brandraven via email, Drop-box, CD-ROM, external hard drive, USB stick or other electronic data format. Images must be of a quality suitable for use without any prior image processing. During and after the business contract between Brandraven and the client, Brandraven acknowledges its responsibility to treat in complete confidence all marketing and sales data relating to the client's business with which the client may supply Brandraven during the project, until such data is signed-off in writing by the client as authorized for publish. Only then shall Brandraven make such data viewable in any public domain on authorization of the client.

14. Website Design & Development

The specification of the design and development of a client's website by Brandraven will be outlined and agreed in the project proposal. The client must approve a template and sitemap before the coding and design of a site commences. The client agrees to supply Brandraven with all necessary materials, printed or electronic, required to create and complete the project and to supply them in a timely manner and in the formats stipulated by Brandraven. The client agrees to allow Brandraven all necessary access to computer systems and online portals in order for the website to be completed and until all invoices are paid in full. This includes supplying Brandraven with all the necessary read/write permissions, usernames and passwords. Brandraven is permitted to further utilise these access rights in order to remove data and/or sites in instances when the client fails to comply with these terms and conditions. Brandraven can provide guidance on Search Engine Optimization (SEO) and will make all efforts to maximize SEO of a client's website during its design and build, to an extent agreed in the project proposal based on the client's specifications. However due to the infinite number of considerations that search engines use to rank websites and given that the time taken to appear in search results can vary between search engines, Brandraven cannot guarantee or take any responsibility for SEO outcomes. Clients should note that rankings also vary as new websites are added. Once a website is completed, the client will be given the opportunity to review it, and Brandraven will make one set of minor changes at no extra cost within 14 days of the start of the review period. This 14-day period falls within the project duration and will not over-run the overall project completion and sign-off. Minor changes include small textual changes and small adjustments to the position of items. It does not include changes to images, colour schemes, design themes or any navigation features. Minor changes can be notified to Brandraven by e-mail and if no such notifications are received from the client within this 14-day period, Brandraven will consider that the client has accepted the original draft. Unless agreed otherwise in writing, any major changes to a client's website at any point in time after the project start date, regardless of this 14-day review period, will be deemed as revisions or alterations to the original project proposal and will require an updated proposal with relevant fees applied before any changes can commence.

15. Hosting & Domains

Brandraven offers third party hosting services through Adobe Business Catalyst. Brandraven does not guarantee continuous service and is not liable for loss of service such as instances of server downtime, whatever the cause. Brandraven may request that the client changes a hosting account currently held if it is deemed by Brandraven to be insufficient to support the website specification. Fees due to third party hosts are the responsibility of the client. Brandraven is not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client/domain owner. Brandraven can assist the client in sourcing and obtaining appropriate and relevant domain names, however Brandraven can never guarantee the availability of any domain name. Where Brandraven is to register a domain name on behalf of a client it will endeavor to do so at best ability and only when paid in full for this service. However the client should not assume a successful registration.

16. Printing

As an eco-friendly business, Brandraven actively discourages printing in favor of digital marketing and therefore does not directly provide printing services to clients. For clients with absolutely necessary printing needs, Brandraven can assist in sourcing an appropriate printing company and will cooperate with the chosen provider to facilitate any print run(s) on behalf of the client. No printing costs are factored into Brandraven's project quotes and fees, and printing costs must be arranged, agreed and paid for directly between the client and the printing company based on their own terms and conditions. Brandraven makes no profit and takes no percentage of any printing costs paid for by the client to the printing company, regardless of which supplier is commissioned. Clients should note that some printers' terms and conditions enable them to deliver over or under the quantity ordered and to charge accordingly. It is the responsibility of the client to ensure they have read and are happy with all the terms and conditions set by their chosen provider. While Brandraven will make best efforts to assist with the quality and timely delivery of all printed matter, Brandraven is not responsible for any delays, mistakes, issues or losses experienced between the client and the chosen printing company, including when Brandraven has made recommendations to the client. Brandraven will not release any artwork for printing until project completion when the client has paid all outstanding fees and invoices to Brandraven in full.

17. Communications, Approvals & Authority

When it comes to promoting, advertising, marketing and/or communicating any work carried out by Brandraven for the client, it is essential that written approval is given by the client before any such activities can be published. This includes social media and website launch, email campaigns, the printing and distribution of printed materials, press releases, statements and any other printed or digital communications. Whilst every effort will be made by Brandraven to give professional advice to the client regarding effective and appropriate communications, the client shall keep Brandraven fully indemnified against any costs, claims, proceedings or demands arising out of or in connection with any such communications prepared for the client by Brandraven and approved by the client prior to publication or transmission. Brandraven is not liable for any errors or omissions in published communications that it produces on behalf of the client that has been signed-off as proofed and correct by the client, unless this is caused by Brandraven's default or neglect. At the client's request and on its behalf, Brandraven will purchase media space that will be billed to the client at current rates. Brandraven is not liable for advertising that does not appear on a particular time/date or issue or in a particular position or break.

18. Property

Brandraven will always take reasonable precautions to safeguard any property entrusted by the client. In the absence of Brandraven's negligence, Brandraven is not responsible for any loss, destruction, damage or unauthorized use by third parties of such property. Although Brandraven will make best efforts to guard against any loss arising from the failure of suppliers, media, or other third parties to perform in accordance with Brandraven's standards, Brandraven is not responsible for failure on their part. Brandraven cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the client. Brandraven will endeavour to store files on computer disks for a period of 6 months beyond the delivery of a job, after which Brandraven reserves the right to discard them without notice.

19. Credits

By accepting these terms and conditions, the client agrees to allow Brandraven to place a small credit on printed and digital material, websites, exhibition displays, advertisements and/or a link to Brandraven's own website on the client's website, typically in the form of a small logo or line of text placed towards the bottom of the page. The client agrees to allow Brandraven to showcase all work carried out for the client on Brandraven's portfolios for demonstration purposes, using any designs in its own publicity unless agreed otherwise.

20. Rights of Refusal

Brandraven will not include in its design work any content in any form that it deems as immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. In instances when content provided by Brandraven in all good faith is later realised as contravening these terms and conditions, the client is obliged to allow Brandraven to remove the contravention without hindrance or penalty. Brandraven is to be held in no way responsible for any such instances. Brandraven also reserves the right to refuse to include submitted material by the client without giving reason.

21. Limitation

The client agrees to indemnify and hold Brandraven harmless for any losses or expenses incurred, including legal fees, and agree to defend Brandraven in any claim or action arising in any way from the working relationship between the client and Brandraven. This includes but is not limited to any claims made against the client arising from the publication of materials produced by Brandraven of which the client approved before publication. Brandraven's liability shall not exceed the total project contract fees and these fees are based on the assumption that the liability of Brandraven and the client are as set out herein. Under no circumstances shall Brandraven ever be liable for losses, indirect or consequential, special to particular circumstances of the client, including loss of profits, wasted expenditure and damages. Nothing in these terms and conditions limit Brandraven's liability for death, personal injury or any other liability that cannot be excluded in accordance with the law of England and Wales.

22. Governing Law

These terms and conditions and any contract between Brandraven and a client that incorporates them is governed by the laws of England and Wales and the courts of England and Wales that have exclusive jurisdiction to decide any dispute (including any contracted and none contracted disputes) in relation to any such contract.

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