



## TERMS & CONDITIONS

We are really excited that you are reading our Terms and Conditions and we are working together; it means that we're a great fit both professionally and personally (we like working with nice people). We are very keen to maintain this relationship, through the transparency of expectation and we hope this document can help us with that. Our goal is to successfully deliver projects, on time, to budget and to meet or exceed client satisfaction. The T&Cs protect and outline the interests of both involved parties, to outline our responsibilities to one another and to avoid any confusion from either party during our time working together.

### 1. Scope of Works Brief

The Scope of Works we will be carrying out for You will likely have been outlined, understood and agreed in previous a meeting and email correspondence. Emails and other documents detailing The Scope of Work are supplementary to our T&Cs and shall be referred to when agreeing and defining the project's scope. You will be responsible for providing your required Scope of Works Brief at the beginning of the project. Be Bold will note their understanding of your requirements in the fee proposal. If appropriate, to your project, You should supply:

- Scope of Works style preference, logo and brand guidelines.
- Image mood boards, or any specific shots you would like included.
- Your copy, or if we are copywriting on your behalf please provide a detailed outline of the content requirements.
- Specific sizes and measurements (width and height in mm or px) and any artwork placement considerations.
- Important project deadlines, key dates, or contacts.
- Be Bold's can also assist with your printing, we have long standing relationships with the 'cream of the crop' and chose the appropriate supplier depending on the required finish. We can also help you organise, paper stock samples and a printed proof. This is so you can see the recommended finish and how your designs will look. We highly recommend commissioning a printed proof, as colours will vary on each monitor screens depending on each company's IT setup. If our support is required, a print management fee will be charged at our agreed hourly rate.
- Clients may choose to instruct a third party printer. If so, You will need to supply their setup guidelines (file format, crop marks, document bleed, preference on file type and DPI). Be Bold will always communicate directly with You, our client, not instructed third parties suppliers. We will not accept any responsibility for errors that occur through appointed third parties.
- For websites projects we will need access to the clients agreed website hosting platform - control panel username and password.
- If Be Bold's strategy support is required, our CIM Chartered Marketers can assist You with the Brief creation and this will be charged at our agreed hourly rate.

## 2. Fee Proposal & Non-Disclosure Agreements

Once we have all the necessary information we will provide a detailed fee proposal for the initial designs.

We are more than happy to sign a Non-Disclosure Agreement (NDA) in order to work on Your project. We often like to write and tweet about the projects we are currently working on; if there is no NDA in place we shall assume that You authorise us to do this. Please explicitly state if this is not acceptable before signing this document. We shall explicitly seek Your consent before open sourcing—or writing in any detail about—any of the code or techniques employed in your project.

## 3. Deposit Payment

An up-front deposit of 50% (or agreed PCM retainer advancement fee) is required before commencing with any agreed work. This deposit is nonrefundable and will only be paid once a fixed scope has been set, and we are confident that we wish to work together to our agreed terms. No deposit shall be taken until You are completely happy with, and clear about, the agreed scope of The Work and its surrounding terms. Work shall commence as soon as the deposit is received.

## 4. Studio Bookings

Once we have the pre-project items we will look forward to scheduling the works into the studio. We'll also keep you in the loop, so you know the date/s when your work has been booked in and turn around time. We shall do everything within our power to stick to the agreed deadlines. In the unfortunate event that either party cannot meet a deadline, it is important that we remain completely transparent and honest about any delays or hold ups. We will present your design concepts and will await your sign-off, or design development feedback for agreement and then studio scheduling.

## 5. Design Development

The fee proposal will detail the time allowance and the number of minor 'tweaks/amends' included in your budgeted design development. 'Tweaks/amends' that are included will move the works closer in-line with the pre-agreed Scope of Works Brief.

There are times when you may decide to change, or move away from, The Scope of Work Brief, for reasons you may not have considered at the beginning of your project. If this happens, we will be happy to provide an estimate for the additional time it will take us to undertake the New Scope of Works. All New Scope of Works will be billed, at our pre-agreed hourly rate, in addition to the original proposal. The extra works will be detailed on a timesheet basis. We will ensure you are happy to sign off any extra time and costs before we proceed.

## 6. Proofs and Sign-off

An email, a test server website link or PDF proof will be provided for You to check your works – these include, but are not exclusive to layout, copy, images and trim/sizes.

Be Bold shall incur no liability for any errors not requested to be corrected by clients. Additional hourly rate charges shall be made for any extra amends, that are needed, as a result of alterations required by the customer once proof has been received/signed-off.

## 7. Balance Payment

Upon completion (or on the 28th of each calendar month for on-going retainer clients) an invoice shall be raised for the works balance, along with any other incidental expenses costs. Any expenses (e.g. travel, accommodation, font licenses, images, data etc.) shall be charged on top of any charges relating directly to your project. The remaining balance is to be paid within 7 days of the invoice date.

## 8. Copyright and ownership

Any third-party libraries/fonts will remain under their respective licenses. It is Your responsibility to ensure that any supplied materials (stock photography, font files, code, etc.) are correctly licensed.

Once the entire outstanding balance of the project has been paid, the copyright of The Final Artwork Work can be assigned to You and not before. We will also retain rights to showcase our works in our portfolio and to show your project to the wider business community; we can agree on the intricacies of these on a case-by-case basis.

## 9. Maintenance

Clients are responsible for their data lists, artwork file edits, website hosting, domains and email hosting and any ongoing maintenance. Website bugs cannot be guaranteed against and are if discovered within two weeks of the end of The Work, shall be fixed as a matter of course and will require no renegotiation of terms. We also apologise in advance if should you ever find yourself in this situation, but internet browsers are constantly changing and this outside our control. At the time of website launch, we will test your website the latest, most popular, browsers and will ensure everything your site is working. Maintenance of The Work is not covered by either the project's costs or this document unless explicitly agreed. Maintenance work can be agreed and priced separately to the scope of The Work, if required.

## 10. Exceeding expectations

At the end of every project we hope to have exceeded our clients expectations and we like to hear how clients think we have done. We will also keep in touch, by recommending bold new ideas, to develop an ongoing working partnership together.

If have any questions, please do not hesitate to contact us and we will be happy to assist.

### Strategy, Design & Marketing

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