

Agency terms and conditions

Acceptance of quotation will be taken as acceptance of the Contract. Please ensure you have read and fully understand what is written below. Please contact us if anything is not clear to you.

For the purpose of these terms and conditions, the word 'Contract' shall mean these terms and conditions together with the Design Proposal.

- 1) All costs provided exclude VAT where applicable and are valid for thirty days from the date of the quotation.
- 2) The costs provided when quoting are guide prices based upon what we anticipate the creative, time and production requirements to be based on previous experience and on typical processes, plus client co-operation 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 deviate from those quoted unless requirements change significantly.
- 3) No creative or development work will commence until the agency has received written approval of the quotation (by hand or by email) and a minimum deposit of 50% of the quoted costs (unless otherwise agreed in writing). This ensures that the agency is fully equipped to provide the very highest levels of service and expertise, from project inception through 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, the outstanding balance will be due in full on project completion (e.g. on delivery of hi-res pdfs, or printed items, publishing of website, etc.): failure to make final payment at this point may result in delays in project delivery.
- 5) If a quotation has been provided where a job will be approached in 'stages', each stage will need to be paid in full on completion of each stage before the agency is able to progress to the next stage. Where a job has been quoted in two halves (initial 50% deposit and final 50% balance) the outstanding balance may be charged in full either on completion of the project or over a number of further staged payments at the discretion of the agency.
- 6) If any project exceeds the estimated timeline agreed or extends beyond twelve weeks from approval of quotation (whichever occurs first), the agency reserves the right to invoice 50% of any outstanding balance, with the remaining 50% payable on completion.
- 7) Any printing, fulfillment, mailing or third-party services that are provided by the agency will require a minimum up-front payment of 75% (possibly higher in relation to value) of the agreed cost (this figure will be at the discretion of the agency and may in some cases be as much as 100%). Please note that the agency will be unable to proceed to this stage without receipt of or proof of this payment.
- 8) Except as otherwise provided in these terms and conditions or as previously agreed in writing, all invoices are due within seven days of their respective invoice date. Please note points number 3, 4, 5 and 7 above and how these could have an impact on time scales.
- 9) Unless otherwise agreed in writing, work will usually commence within ten working days of deposit receipt. Any anticipated completion date provided by the agency is subject to options chosen and client co-operation in provision of information, resource (logos, images etc.) and approval. The agency will do its very best to ensure that agreed timelines are adhered to, but please be aware that circumstances, amends requested, or additional requirements may potentially result in delays. Time lines provided are estimated but the agency will not be held liable if the project over-runs due to delays caused by the client passing information or approval, or any third party issues or force majeure (Act of God).



- 10) Costs provided allow for presentation of a maximum of two creative options per brief for the client to choose from. In the unlikely event that the client is not satisfied with the first round of presented work, the agency will develop a further round of additional creative development and presentation. If after this second round there is still no agreement on direction, the agency reserves the right to potentially bring to an end any agreement with the client with no refund of deposit or payments made previously.
- 11) Costs provided allow for a maximum of three sets of client amends (rounds of revision) after which time additional charges may become payable, although the client would be made aware of this in advance. Here's an.x agency defines a round of revision: "Once a design draft is presented, the client has a specified number of days to provide their feedback. Once all of their comments, ideas and questions are consolidated and we provide a new version, that's the end of that round of revision." We encourage clients to consolidate any comments, feedback or questions from all their relevant personnel before sending them to us. We do not include minor amends in this definition of rounds of revisions. In many projects, there are major revisions and minor ones. For example, moving photos and text around the page means we are doing layout changes and that's a major revision. However, changing a short text phrase here and there is a minor revision.
- 12) At the end of each stage of the process (including - but not limited to - before sending an item to print or publishing a website etc) the client will need to 'sign-off' their approval either in person or by email. No further development can be undertaken until the agency is in receipt of written approval confirmation. Any amends to work after signed approval may incur additional charges for further time spent, although the client would be made aware of this in advance.
- 13) Costs provided 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, although the client would be made aware of this in advance.
- 14) Unless otherwise agreed in writing, projects are subject to a 'standard disbursement charge' to cover anticipated costs for in-house colour printing, travel, postage etc.
- 15) Unless otherwise specified, costs quoted exclude the following where relevant: VAT; print; commissioned illustration, photography or stock images; image retouching; image scanning; copywriting; postage, in-house colour print-outs and travel exceeding that allocated within the 'standard disbursement charge' above; web hosting (it will often be a prerequisite to host on one of our competitively priced servers, particularly if a website incorporates an e-commerce or content management system); couriers; other third-party costs incurred (such as merchant bank and payment gateway charges) etc.
- 16) It is assumed that unless otherwise stated, most copy and images will be provided by the client, although the agency will contribute to this (through headlines, and top-line messages etc.) as a natural part of the creative process. The agency is able to provide a full copywriting service or copy advice, as well as illustration and photography at an additional cost if required. Purchased royalty-free stock images from our standard sources (if required) will generally be priced at between £50 and £75 + VAT per image (dependent on source, image size and quality) to cover sourcing time and image costs. Specific image requirements not satisfied by our standard sources will be charged at cost +15% + VAT, with prior client notification.
- 17) The agency recommends that clients use our preferred suppliers for print and is able to provide competitive quotations to ensure high quality and service is maintained until delivery of the final product. We always seek a number of quotations from our trusted print suppliers and provide a complete management service: from print-sourcing to print-liaison to proof checking. Although clients are not contract-bound to use the agency to provide this service, it is highly recommended for quality control and peace of mind. If a client prefers to use their own print supplier, the agency will simply provide artwork directly to the client to



manage and forward, and will be unable to monitor, advise or take any responsibility for the process or final output.

- 18) In addition to print suppliers, the agency works closely with sign manufacturers and installers, photographers, illustrators, filmmakers, interior designers and other relevant partners to provide an extensive high-quality service offering beyond immediate in-house capabilities.
- 19) Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g the agency printer, the client's printer, the image setter, the monitor etc will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (shortrun digital, longer-run litho printing), the substrate (paper, card, plastic etc) used, individual preferences (ambient light, personal computer settings etc) and several other reasons. As a result of this the agency is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost.

However as long as the client accepts there may be inconsistencies across work produced, this step may not be necessary. The agency does not accept any responsibility for colour variations as a result of these indeterminate factors.

- 20) Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of an.x agency. Unless agreed otherwise, the entire copyright of the designs created is retained by An.X Agency (An.x Ltd.) at all times throughout the world. See: <https://www.gov.uk/guidance/ownership-of-copyright-works>. The Contract is subject to appropriate credit and acknowledgment appearing and the agency's right to use the work for self promotion in its portfolio, in presentations, in advertising, in print and online.
- 21) An.X Ltd. will never knowingly infringe any copyright or trademark and will deliver, to the best of knowledge, 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 trademark with the 'UK Intellectual Property Office' if required.
- 22) If requested, the agency will (at its discretion) provide the client with end-artwork in its final form (e.g. print-ready PDF; DVD master; outlined EPS file etc.). However the agency does not by default (and possibly without further charge) provide clients with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) 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 an.x agency for non-exclusive future use.
- 23) Unless required by law or otherwise agreed, the agency will not at any time or in any manner, 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 under the Contract. The agency is not liable for any loss that may occur before, during or after the development of projects undertaken.
- 25) Nothing in these Conditions shall limit or exclude our liability for:

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(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to clause 25(a)-(c) above:

We shall under no circumstances whatever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damage to software or data, or for loss of profit or reputation, business opportunity or savings, or any indirect or consequential loss arising under or in connection with the Contract; and

Our total liability in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the charges paid for the Services. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

This clause 25 shall survive termination of the Contract.

26) The client agrees to alert the agency in writing to any defects or problems in relation to work and services provided, within 30 days of the final invoice date. The agency will not be liable for any claims made after this period.

27) The agency may terminate the Contract at any time by giving [one (1)] months' written notice to the client.

28) Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating the Contract with immediate effect if:

(a) the other party commits any material breach (which shall include non-payment of invoices) of any of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified of the breach; or

(b) an order is made or a resolution is passed for the winding up of the other party, or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order, or the other party takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the other party with its creditors or an application to a court for protection from its creditors is made by the other party; or

(c) there is a change of control of the other party; or

(d) the other party purports to assign its rights or obligations under the Contract.

29) On termination or expiry of the Contract:

(a) the client shall immediately pay to the agency all of the agency's outstanding unpaid invoices and interest and, in respect of the services supplied but for which no invoice has been submitted, the agency may submit an invoice, which shall be payable immediately on receipt;

(b) the agency shall, within a reasonable time, return all of the client's equipment, materials and deliverables; and

(c) the following clauses shall continue in force: 6, 7, 8, 14, 20, 24, 25, 26, 229, 31.

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- 30) Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 31) The agency offers a web hosting service to host the websites we have built for our clients. This is recommended in order to ensure ongoing quality of service and is a mandatory requirement for websites incorporating a content management system (CMS) or e-commerce system. Although the standard of our hosting packages are high, the agency is unable to guarantee 100% up-time (as no web host would) nor accept any responsibility for any error, omission or misrepresentation in relation to the websites hosted or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by any user of the websites hosted. The agency makes no warranties or representations of any kind that hosting will be uninterrupted, error-free or that the website or the server that hosts the website are free from viruses or other forms of harmful computer code. 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 on our servers. Please note, we will use our best endeavours to code reasonable SEO into any website or webpage we produce but cannot guarantee search engine ranking. Around 75% of the criteria for SEO is actually off-site. That is, maintaining an active presence on social media linked to the website (Twitter, Facebook, etc.), regularly scheduled blog entries, promotional activities with links back to the website (email marketing) and so on. These are under your control and are not part of the scope of any web project.
- 32) Appropriate credit and acknowledgment for work produced by the agency should be attributed to an.x agency where possible (for instance written in small text on the back of a printed item or at the bottom of a website) and may be referenced for the agency's promotional purposes unless otherwise (in exceptional circumstances) prearranged with the client.
- 33) The agency will not be held responsible for any delays, errors or losses arising from the acts or omissions of the client or any third party.
- 34) These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. An.x Ltd. reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms and conditions, your statutory rights are not affected.
- 35) If any clause or provision of these terms and conditions are (or become) invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant clause or provision shall be deemed deleted. Any modification to or deletion of a clause or provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.
- 36) This contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the UK courts.



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