

Standard terms and conditions of business

Acceptance of quotation and payment of deposit will be taken as acceptance of the following terms and conditions. Please ensure you have read and fully understand what is written below.

Please contact us if anything is not clear to you.

- 1) Any Contracts supplied by Resolve Agency shall be subject to the law of England and Wales. All disputes arising out of such Contracts shall be subject to the jurisdiction of the Courts of England and Wales.
- 2) All costs provided exclude VAT where applicable and are valid for thirty days from the date of the quotation.
- 3) Quotations and proposals shall be valid for 30 days only. The Client shall be responsible to Resolve Agency for ensuring the accuracy of the details specified in the quotation or proposal. The Client shall be requested to provide a formal Purchase Order in respect of all accepted Quotations and Resolve Agency reserves the right not to begin work until such Purchase Order is received.
- 4) 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. We reserve the right to apply additional charges if there are significant variations to this, although the client would be made aware of this in advance.
- 5) 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 agreed 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.
- 6) Unless otherwise agreed in writing, the balance of payment will be due in full on project completion (e.g on delivery of printed items, publishing of website, sending of e-shot etc): failure to make final payment at this point may result in delays in project delivery.
- 7) 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 balance of payment 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.
- 8) If any project exceeds the estimated timeline agreed or extends beyond ten weeks from approval of quotation (whichever occurs first), the agency reserves the right to invoice 25% of any outstanding balance, with the remaining 25% payable on completion.
- 9) Any printing, fulfilment, 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.
- 10) Unless otherwise stated above or previously agreed in writing, all invoices are due within seven days of any invoice date. Please note points number 3, 4, 5 and 7 above and how this could have an impact on time scales.
- 11) Unless otherwise agreed in writing, work will usually commence within seven 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. We will do its 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 and the agency or any third party will not be held liable for project over-runs or cancellations due to delays caused by the client passing information or approval, or any third-party issues or force majeure (act of God).
- 12) Costs provided allow for a maximum of two sets of client amends unless stated otherwise, after which time additional charges may become payable, although the client would be made aware of this in advance.
- 13) 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 approved may incur additional charges for further time spent, although the client would be made aware of this in advance.
- 14) 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.
- 15) 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.
- 16) 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; couriers; other third-party costs incurred (such as merchant bank and payment gateway charges) etc.
- 17) It is assumed that unless otherwise stated, 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 £25 and £65 + 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.
- 18) 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.
- 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, the types of inks or make-up of, the type of print process, the substrate used, individual preferences etc. 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. The agency does not accept any responsibility for colour variations as a result of these indeterminate factors.
- 20) The Client shall be required to approve in writing the layout and contents of all printing and fulfilment jobs, or material destined for use in the media, and Resolve Agency shall have no liability whatsoever in respect of the quality or content so approved. Resolve Agency may refuse to print any matter which in its sole opinion is or may be of an illegal, immoral or defamatory nature or any infringement of any third party rights, included but not limited to copyright, data protection, patent, design and trademark.

- 21) The Client shall indemnify Resolve Agency against all actions, proceedings, costs, claims, demands and expenses (including all reasonable legal expenses) whatsoever suffered or incurred by Resolve Agency by reason of the work containing any matter of a defamatory nature of being an infringement of any third party rights, including but not limited to copyright, data protection, patent, design and trademark. Resolve Agency shall not accept liability for consequential loss, and Resolve Agency shall not be liable to the Client for any act or omission approved by the Client or for any breach of the Contract if such is due to any cause beyond Resolve Agency's reasonable control. This includes, but is not limited to, response shortfalls, missing material, spelling and typographical mistakes. The Client's exclusive remedy for damaged or defective work (howsoever caused and including negligence) shall, at Resolve Agency's election, be limited either to the repair or replacement of such work. Where the Web Site supports e-commerce transactions, the Client shall assume sole responsibility for the accuracy of all prices and rates. The Client accepts that all orders received through the Web Site shall be considered solely as transactions between the Client and their own customers and agree that Resolve Agency shall not be responsible in any way for any matters arising from any such orders.
- 22) A job may be terminated, with or without cause, upon two weeks' prior written notice; one months' written notice is required for web development work. However, the Client shall be liable for all costs and fees incurred up until that time.
- 23) Retainer – there is a minimum term of 12 months unless otherwise specified. The Client shall advise Resolve Agency Ltd. in month ten of this agreement of one of the following:
- Renewal of the Contract for a further 12 months
 - Intention to place the Contract out to tender requesting Resolve Agency re-pitches for the business
 - Termination of the Contract at the end of the original 12-month term
- If no such advice is received, the Contract shall renew for a further 12 months and continue with a rolling three-month notice period.
- 24) 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 Resolve Agency Ltd. Full copyright and ownership of all 'commissioned' work will reside with Resolve Agency Ltd. until full payment has been received, at which point the agency will surrender to the client, all claims of ownership and full copyright for 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 where agreed as well as the agency's right to use the work for self-promotion in its portfolio, in presentations, in advertising, in print and online.
- 25) Resolve Agency 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 copyright or trademark with the 'UK Intellectual Property Office' if required.
- 26) If requested, the agency will (at its discretion) provide the client with end-artwork in its final form (e.g. print-ready PDF; 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 Resolve Agency Ltd. for non-exclusive future use.
- 27) For a period of three years from the date of any Contract or agreed Quotation, both parties agree they shall not:
- disclose to any third party any confidential information received under the Contract or in association with an agreed Quotation in writing and marked Confidential or if disclosed orally, promptly confirmed in writing, and indicated to be confidential, unless first authorised to do so in writing by the other party.
 - use the other party's confidential information only in respect of the subject matter of the Contract or agreed Quotation and for no other purpose.
- The obligations imposed by the above clauses shall not apply to:
- information that at the time of disclosure is already a matter of public knowledge.
 - information already known to the receiving party at the time of disclosure under the Contract or agreed Quotation.
 - information hereafter obtained from a third party having the right to make such a disclosure.
 - information independently developed by the employees or consultants of the receiving party.
- 28) The client agrees to indemnify Resolve Agency Ltd. 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 is not liable for any loss that may occur before, during or after the development of projects undertaken. The agency will not be held responsible for any delays, errors or losses arising from any third party.
- 29) 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.
- 30) For all web related projects, unless specifically stated, the client will retain 100% ownership of the web page design and content. (ownership is not applicable to proprietary software and programs or source code, such as databases, e-commerce and/or content management systems, web application source code or flash files/animations).
- 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 on-going 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.
- 32) If you do not pay any charge when due or materially breach this Contract in any other way we can terminate this Contract immediately without the requirement of prior notification. If any sum payable under this Contract is still outstanding one month after the service of written notice to you requiring you to pay all outstanding sums in full we may in our absolute discretion suspend the Services. If you have still not paid within 14 days of written notice we may in our absolute discretion disconnect the Services, delete your data and terminate the Contract. Where any charges or payments are still outstanding from you, you must pay us in full.
- 33) These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. Resolve Agency Ltd. reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.