

Terms and Conditions

Pritchards Creative is a partnership between Mark and Christa Pritchard. We are pleased to set out our Terms and Conditions, which will apply to the work we do for you. These Terms and Conditions and the Quote or Estimate supplied to you form the contract between us for the provision of our services.

1. Pritchards Creative's Role:

1.1. The Services: Pritchards Creative will provide the services described in the Quote/ Production Estimate as presented. As an assignment develops, it may be that the scope of the required work changes. Where this is the case, Pritchards Creative will seek to discuss it with you at the earliest opportunity in order to agree upon any variations to the scope of the Services and the Quote/Production Estimate, which may be necessary. If the scope of a brief does not change, the Quote/Production Estimate covers 1 (one) round of what would be deemed as reasonable creative changes (unless otherwise detailed in the production estimate) following the presentation of an initial concept, this does not extend to functional changes that were approved in a scoping document. Revisions briefed thereafter will be charged according to Pritchards Creative's standard hourly rate card.

1.2. Information: To maximise Pritchards Creative's effectiveness we must work with you as a team. Often Pritchards Creative's work will be dependent on you (or your other advisers) providing information promptly. To avoid unnecessary verification Pritchards Creative will assume all information you provide is complete and accurate unless you tell us otherwise.

1.3. Termination: Should you wish to terminate the contract prior to commencement of work, Pritchards Creative will be entitled to a penalty of 15% of any quotations mentioned in the Quote/ Production Estimate. Should the project be terminated after work has commenced, you will be invoiced the 15%, or for work already completed, whichever is greater.

1.4. Force Majeure: Pritchards Creative shall not be liable for any delay or failure to perform their obligations where such delay or failure to perform arises from circumstances outside Pritchards Creative's reasonable control.

2. Payment Terms:

2.1. Payment Terms: Invoices shall be settled by telegraphic transfer into Pritchards Creative's nominated bank account within 14 days of the date on the invoice unless agreed otherwise. Pritchards Creative reserve the right to charge interest on invoices that are not paid within that time at the rate of 18% per annum.

2.2. Other Specialist Services: Pritchards Creative's estimate is exclusive of third party costs such as photography, illustration, video production, sound recording etc unless otherwise included in the estimate. Pritchards Creative may, unless you instruct us otherwise, seek such specialist services on areas outside our expertise. The costs of such services will be passed on to and will be quoted according.

3. Scoping:

3.1. In most cases, Pritchards Creative will provide a quote which details the functionality in the work we do for our clients, this includes but is not limited to a website, application or marketing campaign. Where the client signs and approves this quote, any changes beyond the quote will be handled as a new update and priced accordingly.

4. Content:

4.1. It is your responsibility to provide us with the required information about your business and marketing objectives. Pritchards Creative takes no responsibility for errors in content supplied by you. Any changes thus incurred may be chargeable at standard rates. Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the work. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as jpeg, gif, tif, png or psd format. Text should be supplied as a Microsoft Word or an ASCII text file. Failure to supply material in an easily accessible format may result in additional cost being incurred for retyping text. Where the content which is provided is in a form where a significant amount of copy writing is required, a further charge may be made. You grant Pritchards Creative permission to utilise logos and any other company identity for the purposes of creating the project. You agree to indemnify Pritchards Creative from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

5. Confidentiality:

5.1. Save as required by law, Pritchards Creative will keep your documents and affairs confidential at all times, unless you permit disclosure or the relevant circumstances are already in the public domain. Pritchards Creative may, however, disclose your documents and affairs to:

- (i) such of your other service providers as you inform Pritchards Creative are involved in any assignment on which Pritchards Creative is instructed;
- (ii) Pritchards Creative's affiliates or related parties; and
- (iii) any other service provider to whom Pritchards Creative may properly delegate aspects of any assignment in order to provide a full range of services to you.

6. Intellectual Property:

6.1. Freedom to use Ideas and IP: Pritchards Creative may develop or use for other clients any ideas, concepts, source code, information or know how reflected in any of the materials provided to you (in whatever form) or otherwise developed during the course of providing services to you.

6.2. Ownership of Materials and Intellectual Property: All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, public and other marketing material (whether on paper, computer disk, by email or in some other digital format) accepted by Pritchards Creative, shall, upon you paying Pritchards Creative in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by Pritchards Creative or third parties engaged or employed by Pritchards Creative.

7. Indemnity:

7.1. All services may be used for lawful purposes only. You agree to indemnify and hold Pritchards Creative harmless from any claims resulting from your use of our service that damages you or any other party.

8. Liability:

8.1. Our total liability to you in contract or in tort arising in connection with this contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

9. Variation:

9.1. These Terms and Conditions and/or the contents of any agreement to which they relate may be varied or superseded at any time by agreement in writing between us. Any such variation shall not affect any rights or obligations of either of us that may already have accrued, unless otherwise specifically agreed.

4/2021