

CommuniKate Design Limited Standard Terms and Conditions

July 2023

1. Scope

- 1.1 These terms clarify the agreement between CommuniKate Design Limited and the client for the provision of graphic communication and design services within the jurisdiction and laws of England.
- 1.2 These terms are designed to protect the rights of all parties for all work booked verbally or in writing to align mutual expectations of engagement and these terms form our contracted conditions of work.

2. Fees and Expenses

- 2.1 Fee rates are quoted for a 7.5 hour working day. Parts of a day and excess hours are charged proportionately.
- 2.2 Project fees are estimated in accordance with work specified by the client and provided verbally or in writing by CommuniKate Design Limited.
- 2.3 If estimates before work commences are incorrect later CommuniKate Design Limited will give the client notice of potential changes before delivery.
- 2.4 Payment is due within 30 days of invoicing or completion of the project, by written agreement with the client.
- 2.5 Payment beyond 30 days or specially agreed terms attracts compound interest of 1.0% per month. Non-payment entitles CommuniKate Design Limited to suspend further work for the client.

3. Confidentiality

- 3.1 Reports, documents and advice from CommuniKate Design Limited to the client are for the sole use of the client and should not be divulged to third parties without the prior consent of CommuniKate Design Limited.
- 3.2 Communications and correspondence can be recorded by CommuniKate Design Limited confidentially for training and quality control purposes.
- 3.3 Confidential information provided by the client for the delivery of the project by CommuniKate Design Limited will not be divulged to third parties without the prior consent of the client or unless under legal obligations.

4. Property Rights

- 4.1 Both parties will safeguard each other respective intellectual property so that any ideas, documents and proprietary rights will be the assigned property of the initiating author.
- 4.2 Ownership of materials bought or created for the client will remain with CommuniKate Design Limited until full payment by the client.
- 4.3 CommuniKate Design Limited copyright is assigned to the client only for use by the client as specified under each individual project terms of reference.
- 4.4 CommuniKate Design Limited and the client can publish project successes to share learning outcomes with relevant parties.
- 4.5 CommuniKate Design Limited reserves the right to publish images, stills, clips and videos on social media (including Twitter, LinkedIn, Facebook and Instagram) and at www.communikate.design/portfolio subject to agreement from the client.

5. Liabilities

- 5.1 CommuniKate Design Limited will work to agreed terms of reference on the basis that these do not imply warranties or guarantees. CommuniKate Design Limited is not authorised to deliver advice on Law Society legal services, or within the scope of the FCA or Financial Services and Marketing Act 2000.
- 5.2 CommuniKate Design Limited work is reliant on the client to check information exchanged for accuracy, legality, and timeliness. CommuniKate Design Limited is not liable for any consequential losses as a result of information exchanged with or supplied to clients in good faith. CommuniKate Design Limited is not liable for third party or client legal costs arising from disputes or other actions.
- 5.3 CommuniKate Design Limited performance is subject to the timely supply of support information and facilities by the client.
- 5.4 Liability for any loss or damage sustained by either party as a result of the performance or non-performance of work shall be limited to the amount of the payments falling due under this Agreement.
- 5.5 Illness or death within CommuniKate Design Limited or the client will not create liability for consequential loss.

6. Termination

- 6.1 Time spent on any projects that are terminated prior to completion will still be payable, based on amount of time spent/content created since commencement.