

# Terms of business

## 1. Estimate acceptance

Acceptance by 'The Client' of the estimate (either in writing or verbally) shall be deemed to include acceptance of these conditions. The estimate or proposal together with these terms and conditions will be the entire contract between 'The Client' and Turner Ink.

The contract will start on the date of 'The Client's' acceptance of the engagement letter and will continue until the project is complete or until terminated in writing by either party. If such notice is given at any time during the agreement 'The Client's' liability for remuneration will be as set out in point 5.

## 2. Payment procedures

For all estimates over £500, 25% will be requested in advance of work starting as means of a deposit. Turner Ink reserves the right not to begin work on the project until the deposit is paid in full.

The project will then be invoiced at the completion of each draft. Estimates do not include VAT which is charged at 15%.

Bank details: Turner Ink  
Natwest Bank  
Kingston Market Place  
Kingston KT1 1JX  
Account: 44667345  
Sort Code: 60-60-02.

VAT Number: 868 9224 70

## 3. Additional charges

If at any time 'The Client' alters the brief, Turner Ink reserves the right to revise the estimate. 'The Client' will be informed of any additional charges as the project proceeds.

## 4. Overdue payments

All invoices are to be paid within 14 days from the date of the invoice. Any queries must be raised within 7 days from the date of the invoice.

If any invoice is not paid within 60 days:

- i. Turner Ink shall have the right to charge interest at 3% above the Natwest base rate at the date of the invoice
- ii. Turner Ink may terminate this contract by written notice to 'The Client'

## 5. Right to terminate

In the event of the agreement being terminated or postponed for any reason, 'The Client' shall pay for any costs accrued for that stage.

## 6. Completion dates

Completion dates are forecast by Turner Ink on the basis of the project proposal. Any delay by 'The Client' may result in deadlines being adjusted. Turner Ink will not be responsible for any loss or damage suffered by 'The Client' because of this reason.

## 7. Approval of work

On completion of a draft 'The Client' will have the opportunity to review it. Turner Ink must be notified of any amendments or changes within seven (7) days. After seven days it will be deemed that the draft has been approved and 'The Client' will be invoiced accordingly.

## 8. Rejected work

If 'The Client' unreasonably rejects the work or requires significant alterations Turner Ink reserves the right to invoice the balance due and, if appropriate, re-estimate the project.

## 9. Liability

Turner Ink shall not be liable to 'The Client' for any loss or damage suffered by 'The Client' as a result of any works carried out.

It is the responsibility of 'The Client' to check and approve the content of all work (including colour proofs). Turner Ink will not be held responsible for any errors in the above which were not corrected by 'The Client'.

## 10. Sub contracting

Turner Ink may sub-contract any part of the contract as it sees fit.

'The Client' will issue no instructions to a sub contractor selected by Turner Ink without prior arrangement between 'The Client' and Turner Ink.

## 11. Estimate duration

The proposal will be valid for a period of one month (30 days) from the date issued.

## 12. Intellectual property

Turner Ink retains the intellectual property on all work unless otherwise agreed. 'The Client' will not be able to use work prepared by Turner Ink unless it has been paid for in full. Nor may the work be used for anything other than the purposes agreed. Work may not be passed to third parties without Turner Ink's prior authority.

In the event that Turner Ink is revising existing materials 'The Client' will ensure that Turner Ink is fully authorised to do so by the copyright holder. 'The Client' agrees to hold Turner Ink harmless in the event that any copyright claim is brought against Turner Ink as a result of 'The Client's' failure in this respect.

If 'The Client' requires an outright assignment of copyright for work prepared by Turner Ink, a fee will be charged.

'The Client' agrees to allow Turner Ink to show or publish the work prepared for 'The Client' as part of a portfolio only when the work has been completed and paid for in full.

## 13. Confidentiality agreement

Turner Ink and 'The Client' agree to keep information, exchanged during the course of the project, confidential and not to disclose it unless it has entered the public domain or both parties are required by a court or tribunal to do so.

## 14. Jurisdiction

This contract shall be governed by and construed in accordance with English law and either party agree to submit to the jurisdiction of the English courts.