

SATELLITE CREATIVE

Terms & Conditions Revised

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January 2010



SATELLITE CREATIVE

Terms and conditions

Satellite Creative Ltd. trade on the trust and the goodwill of our Clients and Suppliers, however as everyone knows, somewhere there has to be some small print, so here is ours – simple and to the point.

The small print

These terms and conditions apply to all goods and/or services commissioned by the Client (Person, Company, Partnership, Organisation or body) from Satellite Creative Ltd. by form of an on screen, printed or verbal order. Where Satellite Creative Ltd. have presented the Client with a digital or printed proposal, this becomes the order, covering the scope of the commission, deadlines, fees payable etc.

In the event that our standard terms and conditions do not meet our clients requirements, Satellite Creative Ltd. can offer tailored terms and conditions as drafted by a specialised law firm, for which all costs will be met by the Client.

Satellite Creative Ltd. reserves the right to modify our Terms & Conditions at any time, effective upon posting of an updated version of this agreement on our website (www.satellitecreative.com). Continued use of our services after such changes shall constitute your consent to such changes.

Acceptance of conditions

By placing a commission with Satellite Creative Ltd. you confirm acceptance of these terms and conditions, which will remain valid indefinitely until officially terminated by written request and mutually agreed by all parties and subject to payment in full of all outstanding invoices and contractual agreements. Terms and conditions stipulated on the Clients Order Form shall be regarded as void, if they are in conflict with our terms and conditions.

Hours of business

Satellite Creative Ltd. agree to provide the services agreed during the normal business hours of Monday to Friday, 9.00am – 5.30pm. No provision or agreement has been made or offered to provide services outside of these hours unless by prior arrangement with Satellite Creative Ltd.

Invoices

Full payment of the total Invoice (including VAT where applicable) is due within 28 days of date of invoice, unless otherwise agreed in writing. A 1.5% monthly service charge is payable on all overdue invoices. Payments will be credited first to late payment charges and next to the unpaid balance. Whilst any payment due under the agreement remains outstanding, Satellite Creative Ltd. shall be entitled at its sole and absolute discretion to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement. All payments by cheque, bankers draft or money order must be made in pounds sterling.



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Expenses and additional costs

Satellite Creative Ltd. reserve the right to charge out expenses and additional costs, arising from additions, substantive changes and amendments to designs and artworks made by the Client to the original order, on top of any previous agreed fee, after three sets of amends.

- For print; any additional changes after three sets of amends, will be charged at our hourly rate of £75 per hour (minimum charge of 1 hour applies).
- For interactive media projects, once a website has gone live, any subsequent changes will be charged at our hourly rate of £75 per hour (minimum charge of 1 hour applies) or covered by an agreed Maintenance Contract with Satellite Creative Ltd. (which are subject in turn, to their own Terms & Conditions).



Timing

Satellite Creative Ltd. will undertake commercially reasonable efforts to perform the services within the deadlines agreed within the commission, but cannot be held responsible for any loss or damages, resulting from the clients delay at any stage of the commission.

Client responsibilities

The Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- a: the co-ordination of any decision making with parties other than Satellite Creative Ltd.
- b: provide content, including copy, photography, illustrations etc. in a form suitable for reproduction or inclusion in the commission without further preparation, unless expressed otherwise in the order / proposal
- c: that designs, advertisements, copy and images supplied by the Client comply with current legislation and conform to the provisions of the British code of Advertising Practice and with the Business Advertisements (Disclosure) Order 1997 and the Trade Descriptions Act 1968,
- d: and regarding proof reading; in the event the Client approves the commission, but errors such as, but not limited to, typographic errors or misspellings, remain in the finished product, the Client shall be charged the full amount of the commission and incur any additional costs of correcting such errors.
- e: any data provided by the Client must meet industry standards, Satellite Creative Ltd. will not be liable for any data provided which doesn't meet industry standards or comply with the Data Protection Act 1998.

Trademarks and copyrights

Satellite Creative Ltd. guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork supplied for inclusion in creative's are rightfully owned by the Client, or that the Client has explicit permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Satellite Creative Ltd. from any claim or suit arising from the use of such elements supplied by the Client.

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Data confidentiality

Satellite Creative Ltd. will not use Client data for other purposes other than those agreed with the Client, in compliance with the Data Protection Act 1998.

Accreditation and promotions

All displays or publications of the commission shall bear accreditation and/or copyright notice in Satellite Creative Ltd. name in the form, size and location as incorporated or directed by Satellite Creative Ltd. Satellite Creative Ltd. retain the right to reproduce, publish and display the commission in Satellite's portfolios, Launch Pad, Press Releases and Websites, and in galleries, design periodicals and other media or exhibits for the purpose of recognition of creative excellence or professional advancement.

- The Client agrees that Satellite Creative Ltd. may refer to the Client and the Marketing Services and reproduce the Client's logo(s) in connection with its marketing and promotional activities to third parties only with the Client's consent.
- Either party, subject to the other's reasonable approval, may describe its role in relation to the commission, and if applicable, the services provided to the other party on its Website and in other promotional material, and if not expressly objected to, include a link to the other party's Website.

Liability

Although Satellite Creative Ltd. endeavour to carry out all commissions to the highest standards of professionalism and care, it hereby excludes itself, its employees and any commissioned work from:

- All and any liability for loss or damage caused by any inaccuracy; omission; delay or error, whether the result of negligence or other cause in the production of designs, artworks for print, interactive media, or in any form.
- All and any liability for loss or damage to Clients artwork / photos / products supplied for use on a commission, immaterial whether the loss or damage results from negligence or otherwise.
- In no event will Satellite Creative Ltd. or its subcontractors be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages.

Force majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control; including but not limited to 'acts of God', strikes, lock outs, accidents, war, fire, power failures, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Satellite Creative Ltd. shall be entitled to a reasonable extension of its obligation.



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Cancellations

Prior to cancellation of a commission by a Client, Satellite Creative Ltd. shall be given time (10 days) to remedy any dissatisfaction by the Client or breach of the order. Cancellations of commissions must be made in writing within 3 days of viewing designs or artwork, and will be subject to a charge based on Satellite Creative Ltd. hourly rate of £75 per hour. If expenses have been incurred in respect of additional third parties including but not limited to: freelance design and artwork, copywriting, commissioned illustrations and photography, stock photography, software, domain name registration, web space and internet connection, they will be subject to payment by the Client. Where possible third party products will not be purchased until the design has been approved.



Intellectual property rights

All creative works, documents, designs, source files and final 'artworks' (for both printed and web use) created by Satellite Creative Ltd. remain the sole Intellectual Property of Satellite Creative Ltd. and are copyright protected, and cannot be reproduced without our written consent. Should the Client become insolvent, sell or transfer ownership, Satellite Creative Ltd maintain their Intellectual Property Rights over all works commissioned, unless assigned by the mutual agreement of Satellite Creative Ltd and the Client. The placing of an order by the client to another third party / person or agency, constitutes a guarantee that the necessary authority and permission has been obtained from Satellite Creative Ltd. in respect of the creative works, documents, designs, source files and final 'artworks' for a single, specified use. The client must indemnify Satellite Creative Ltd. in respect of all actions, proceedings, costs demands and claims arising from any such breaches.

Exclusivity – Satellite Creative Ltd.

Being experts in what we do, attracts clients in similar fields, sometimes competitive fields. While we offer expertise and ensure confidentiality and cost effective design and marketing solutions we cannot give free exclusivity, unless a previously agreed written contract has been accepted by all parties involved.

Early termination of exclusive contracts

Unless otherwise agreed in writing, either party is entitled to terminate the Agreement at any time by giving no less than 3 months written notice to the other to take effect. If the Client terminates their exclusive contract with Satellite Creative Ltd prior to the expiry of the 3 month notice period, Satellite Creative Ltd. shall be entitled to invoice the Client for the balance (if any) of current allocated and scheduled work, together with an agreed sum for each remaining month of the 3 month notice period, which amount the parties agree represents a genuine pre-estimate of the losses likely to be incurred by Satellite Creative Ltd. in such circumstances, or to the end of the agreed year whichever is less.

Law

These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of England.

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covering specific interactive media projects:

Legal requirements for the web

Satellite Creative Ltd. adhere to W3C standards and accessibility requirements for website builds whenever and wherever possible.

Sub-contracting

Satellite Creative Ltd. reserve the right to assign other web designers or subcontractors to a project.

Interactive limitations and liability

Satellite Creative Ltd. can make no representations, warranties or guarantees in respect of the Client's internet marketing program, its functionality, performance or results. We cannot guarantee success by optimising a website or undertaking a Google Adwords campaign. We make no guarantees that any specific search engine will accept or list the Client's Web site, and can take no responsibility for misrepresentation of the Client's company by a third party.

Website hosting

Satellite Creative Ltd. will endeavour to make sure downtime on the web or other interactive solutions is kept to a minimum, based on industry standards, and cannot be held accountable or responsible for any loss of potential revenue resulting from such occasions. If and when needed, Satellite Creative Ltd. can recommend partnerships with third parties, such as hosting companies, payment providers etc. For specific details, please refer to your individual Hosting Agreement for full terms and conditions.

Website maintenance / updates

Requests for maintenance and updates are to be made in writing by the Client via email and are completed at our hourly rate of £75 per hour.

If a Website Maintenance Agreement is in place, updates and maintenance will be carried out as per terms of the agreement therein. For specific details, please refer to your full Website Maintenance Agreement for further information.

Pay Per Click

Satellite Creative Ltd. offer Pay Per Click (PPC) Marketing services with Google Adwords. Campaign additions and maintenance will be undertaken with prior agreement and charged at the hourly rate of £75 per hour.



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Statistical reports

Satellite Creative Ltd. use Google Analytics to produce website statistics. Satellite Creative Ltd. will set up Google Analytics in an existing Google account or set up a new account as required by the Client. Statistical reports will be supplied with prior agreement as part of a specific job or Maintenance Agreement. Otherwise report generation and analysis / feedback will be charged at the hourly rate of £75 per hour.



Email marketing

Satellite Creative Ltd. use trusted email marketing software for the purpose of sending emails to 'opt in' data lists only. Satellite Creative Ltd. do not send bulk emails to 3rd party / purchased data lists and will inform the Client if supplied data is in breach of regulations.

Satellite Creative Ltd. adhere to email marketing best practices and comply with the CAN SPAM act, and to the legal requirements for currently used email software.

E-commerce solutions

If applicable, please refer to your tailored E-commerce solution quotation.

Content Management System (CMS) websites

Satellite Creative Ltd. use a number of software technologies for their CMS solutions, based on the Client's requirements. Once the Client's CMS website has been uploaded to a live server and deemed 'complete' it is then the Client's own responsibility to undertake website maintenance and updates, unless a Maintenance Agreement has been set up. Any further additions will be pre-agreed and charged at the hourly rate of £75 per hour.

Software Technology Providers terms & conditions

Where necessary Satellite Creative Ltd. will work with third party Software Technology Providers, with the mutual agreement of our Client. Many of these third party Software Technology Providers have their own set of Terms & Conditions and it is the responsibility of the Client to make sure they are compliant with these for the duration of the commission.

Internet delays

Satellite Creative Ltd. rely on third party ISPs for their website hosting and these services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Satellite Creative Ltd. is not responsible for any delays, delivery failures or other damage resulting from such problems.