TFA MARKETING LTD (t/as "TFA" & "Garilla")

TERMS OF BUSINESS

Please see below our operating terms of business. If you have any questions please get in touch to discuss them or raise your concerns in writing. By commencing any work with us you agree to be bound by these Terms of Business, in full.

CHARGES

1. Our standard pricing structure is based on £600 per day or £75 per hour for core creative services. Digital and web work is charged at £100 per hour and our strategic consultancy rate is £150 per hour. Amendments will be charged at any of the rates, at our discretion, based on which of the categories the remedial work is appropriately classed as. The minimum charge is one hour and all charges are rounded up to the nearest half hour.
2. Production unit prices quoted are rounded up to the nearest 2 decimal places which may make the total price slightly higher.
3. The total price shown on all quotes is the correct price.
4. All quoted and estimated prices exclude VAT.
5. Estimates may be subject to change.
6. Quotations are valid for 30 days from the date of issue.
7. A sum payment on account may be required for projects of higher value. This is typically 50% and is required on a pro-forma basis at the start of a project.
8. If payment is not made within the terms of the invoice we reserve the right to apply interest at a rate of 20% APR, applied monthly.

ADDITIONAL FEES

AMENDMENTS, CHANGES AND CORRECTIONS

9. All quotations include one round of amendments or corrections (within reason) at no additional charge. This does not include what we would class as "substantial" changes, or changes that we feel are not consistent with our understanding of the brief against what we delivered. Where no written brief has been provided, the interpretation of "substantial" is entirely at our discretion and we reserve the right to make additional charges as necessary for additional time requested or necessitated.
10. We understand that this method of billing for amendments is not suitable for some clients so we offer a flexible alternative whereby additional rounds of amendments can be built into each quoted project price. This is currently set at 10% of the project/stage cost per additional round, so 3 extra rounds of changes (4 rounds in total) would be an additional 30% on the quoted project/stage price.

TFA Marketing Ltd (t/as TFA and Garilla)
The Old Courthouse, 19 Market Square, Stony Stratford, Milton Keynes MK11 1BE
Tel | 01908 263650 **Fax** | 01908 561285 **Web** | www.t-f-a.co.uk

PITCH, TENDER AND DEVELOPMENT FEES

11. We reserve the right to charge fees for work on projects that are suspended or ceased, for amendments, additional works and intellectual properties that are provided.
12. Prices quoted or estimated prior to pitching cannot be renegotiated to a lower price after the pitch. The total value of the awarded project must not be less than 75% of the total estimate or quotation provided.
13. We reserve the right to charge for our time (resource invested) and our intellectual property (work delivered) relating to an unpaid pitch or speculative arrangement if you the client:
    i. Vary the terms of the arrangement under which we agreed to take part initially or mislead us about the value of the project, the level of competition or our likelihood of being successful.
    ii. Utilise in any commercial manner our work or our ideas in such a way that could have earned us income or that would typically be paid for.
    iii. Delay the awarding decision for more than 1 month or cancel the project pitched for.
    iv. Do not, within 7 days, return any physical work supplied to support our pitch (such as presentation boards) and confirm that any digital files supplied (such as presentation PDFs) have been destroyed.
    v. Fail to provide valid confirmation of who the awarded party were, to confirm the validity of the pitch.

SUPPLEMENTARY CHARGES

14. Additional fees may be applied for services such as supply of proofs, artwork, supply of individual files or retrieving work from our archive to cover our time.

BILLING

15. We bill for our work when each quoted stage is completed. Typically we invoice when first-stage concept work is supplied, when first-stage design or artwork is supplied and when chargeable amendments are completed.
16. A project quote or estimate may be invoiced in full after 14 days whether considered complete or not, at our discretion, if amendments, approval or sufficient communication are not provided and/or actions prevent the project being progressed or concluded making our position untenable. We are not obliged to complete the project under such circumstances but, in most instances, will agree to do so.
17. We reserve the right to bill for our intellectual property if any of our work is used for a purpose not originally intended and quoted for, or is used by another company without our agreement. For example, if another creative agency takes some of our work and adapts it for another purpose.

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PAYMENT

18. Payment terms are immediate from the date of invoice unless credit terms have been agreed.
19. Standard credit terms are payment in full within 30 days from the date of invoice issue unless stated otherwise on the relevant invoice.

OWNERSHIP, INTELLECTUAL PROPERTY AND SUPPLY OF ARTWORK

20. TFA retains all intellectual property rights and copyright associated with all works unless agreed otherwise in writing. This is supported by industry-wide statutory legislation.
21. All artworks are provided as either low resolution PDF documents or high-resolution, production PDF documents.
22. We do not supply open, editable artwork files unless explicitly agreed and there may be an intellectual property charge for doing so, based on a fair valuation of the property, and entirely at our discretion.
23. We reserve the right to use any work that we produce for self-promotion unless protected by a formally agreed confidentiality agreement.
24. We reserve the right to include a small self-promotional sign off on all client websites that states the website was created by TFA and provides an active hyperlink to our website.

TRUST & CONFIDENCE

25. If your organisation hires or attempts to hire any current TFA employees at any time, either directly or indirectly, causing them to leave our business, your organisation will be invoiced a fee equal to one year of that person's salary and your organisation must pay this invoice within 30 days.
26. If your organisation undertakes work of any kind directly with a member of staff, without our knowledge or consent, paid or unpaid, we reserve the right to charge for any losses we feel result from that breach of confidence.

DELAYS & TERMINATION

27. Whilst unlikely, we reserve the right to terminate our commitments and liabilities to the completion of any project if it has been delayed for 6 months or more with insufficient constructive direction (at our discretion), irrespective of what has been paid on account. This is to safeguard us from added costs due to mothballing where a project may be started, then put on hold by you for an extensive duration with us later expected to finish the work when factors could have changed and may render some of the work done redundant or increase our costs (for example, on a website new browser, device and operating system versions).
28. Unless stated otherwise on the relevant quotation, all digital marketing packages are subject to a 1 month notice period for cancellation. If you do not give sufficient notice, the period will automatically extend to a full 12 months the day the initial period quoted has expired. You will be charged the full value of any recurring monthly management fees, and any advertising costs paid up-front, to the date that falls 1 month after you informed us in writing that you wish to cancel. Cancellation will only be accepted in writing.

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