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# Terms of Business

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JDJ Creative Limited

10 Jesus Lane, Cambridge CB5 8BA  
Registered in England: 7552407 VAT Number: 109 0831 34

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**jdj** | *insearchofwonder*<sup>®</sup>

A quotation will be sent based on the specification, project assets and/or brief (verbal or written), provided by the client. If the specification, project assets and/or brief (verbal or written), content is changed in any way after submission to **JDJ Creative Limited** (hereafter, **JDJ**), the project quotation may be subject to additional fees and the quotation lead time may increase, and in some cases, a revised quotation may be necessary.

If a brief document is not provided, this quotation is subject to change and a revised quotation may be necessary once the specification, brief, project assets and/or brief (verbal or written) has been received. Acceptance of the quotation will be taken as acceptance of the following terms and conditions. Please ensure you have read and fully understand what is written below. Please contact us if anything is not clear to you.

## FEES

1. All costs provided exclude VAT and/or local taxes and are valid for 30 days from the date of the quotation unless otherwise stated.
2. The costs provided are guide prices based on what we anticipate the creative, time and production requirements to be. This is based on previous experience and typical processes, plus client cooperation in providing content, meeting deadlines and final approval.
3. Creative or development work will not commence until the agency has received online approval of the quotation via its invoice management system and payment of a non-refundable minimum deposit of 30% of the agreed costs unless otherwise agreed.
4. Unless otherwise agreed, projects will be invoiced in stages consisting of the following:
  - a. 30% non-refundable upfront deposit
  - b. 50% payment upon completion of approved document templates and/or approved design exploration work
  - c. 20%, plus any additional out-of-scope/excess revision fees, on the final delivery of the project.
5. Each stage will need to be paid in full before the agency is able to progress to the next stage.
6. The agency charges a standard hourly rate (**rate A**) for all pre-agreed projects. Please refer to our current rate card for pricing information. Available upon request from [cheryl@jdjcreative.co.uk](mailto:cheryl@jdjcreative.co.uk)
7. Revisions that exceed the number of rounds or time detailed in the agreed project quotation and/or are a result of a change in project direction by the client, will be charged at **rate B** detailed on our rate card, available upon request from [cheryl@jdjcreative.co.uk](mailto:cheryl@jdjcreative.co.uk). The client will be notified of any additional revision charges prior to design production.
8. Out-of-scope tasks will be charged at **rate B** as detailed on our rate card, available upon request from [cheryl@jdjcreative.co.uk](mailto:cheryl@jdjcreative.co.uk). The client will be notified of any additional out-of-scope charges prior to design production.
9. Costs provided for project management allow for the initial briefing meeting and for a practical length of time corresponding between JDJ and the client. Meetings that incur additional travel expenses are charged to the client at cost plus a 10% administration fee, exclusive of VAT. The client will be made aware of these additional costs in advance.
10. License purchasing of stock images (if required) will be priced to the client at cost plus a 10% handling fee, exclusive of VAT.
11. Work that is instigated by the client to be undertaken on a weekend, a UK public holiday, or out of JDJ regular business hours may be charged at double the standard hourly rate. JDJ regular business hours are 9am-5pm (GMT), Monday-Friday.
12. Unless otherwise agreed in writing, all upfront invoices are due with upon receipt and all additional project invoices are due within 14 days of any invoice date.

[www.jdjcreative.co.uk](http://www.jdjcreative.co.uk)

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## **SERVICES**

13. JDJ Creative will never knowingly infringe any copyright or trademark and will deliver, to the best of their knowledge, creative solutions that are original and unique to the agency.
14. All design, brand, and marketing communications consultancy will be undertaken with a reasonable standard of care, skill, and attention to detail, and in line with any relevant regulations or industry codes of practice.
15. For all digital marketing campaigns managed by the agency, the client will provide an additional pre-agreed budget for external advertising spend.
16. The agency agrees to use the client's agreed advertising budget with a reasonable standard of care, skill, and attention to detail, and in line with any relevant regulations or industry codes of practice. The agency is not responsible for any loss or negative return on investment for any external advertising budget spent.
17. Project timelines provided are estimated and are subject to client cooperation in the provision of information, resources (logos, images etc.) and approval. The agency will not be held liable if the project over-runs due to delays caused by the client delivering incomplete content, delaying the passing of information or approval, or any third-party issues or force majeure (act of God).
18. It is assumed that unless otherwise stated, the final copy and images will be provided by the client, although the agency will contribute to this (through headlines, top-line messages etc.) as a natural part of the creative process. The agency can provide a full copywriting service or copy advice, as well as illustration and image sourcing at an additional cost, if required. Additional services will be charged at the standard agency rate and agreed in writing with the client before agency work commences.
19. Final proofreading of projects and materials is the responsibility of the client. JDJ will not be liable for any errors, including any print, distribution, or other associated costs or damages which may arise from such errors. Unless otherwise stated, the production price on JDJ quotations is calculated on the basis that JDJ has been supplied with complete and final content from the client.
20. The client must approve in writing all agency work prior to publication (i.e. before sending an item to print, publishing a website, or launching a digital campaign).
21. Any revisions to work after approval will incur additional charges at our out-of-scope rate detailed in clause 8.
22. The client agrees to alert JDJ in writing to any defects or problems in relation to work and services provided, within 30 days of the final invoice date. The agency will not be liable for any claims made after this period.

## **PRINT SUPPLY**

23. JDJ recommends that clients use our preferred suppliers for print and can provide competitive quotations to ensure high quality and service is maintained until delivery of the final product. We always seek several quotations from our trusted print suppliers and provide a complete management service: from print sourcing to print liaison to proof checking. Although clients are not contract-bound to use JDJ to provide this service, it is highly recommended for quality control and peace of mind. If a client prefers to use their own print supplier, the agency will simply provide artwork directly to the client to manage and forward to the supplier and will be unable to monitor, advise or take any responsibility for the process or final output.
24. In addition to print suppliers, the agency works closely with sign manufacturers and installers, photographers, illustrators, filmmakers, interior designers, and other relevant partners to provide an extensive high-quality service offering beyond immediate in-house capabilities.

25. Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g. the agency printer, the client's printer, the image setter, the monitor etc. will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc.) used individual preferences (ambient light, personal computer settings etc.). As a result of this JDJ is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost. However, if the client accepts there may be inconsistencies across the work produced, this step may not be necessary. JDJ does not accept any responsibility for colour variations because of these indeterminate factors.

## **INTELLECTUAL PROPERTY**

26. JDJ will never knowingly infringe any copyright or trademark and will deliver, to the best of their knowledge, creative solutions that are original and unique to the agency. Unless otherwise agreed in writing, it is the responsibility of the client to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the 'UK Intellectual Property Office' if required.
27. Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of JDJ. Full copyright and ownership of all 'commissioned' work will reside with JDJ until full payment has been received. At that point, the agency will surrender to the client, all claims of ownership and full copyright for the final work produced (not including alternative designs, concepts, options, source files, images or documents developed throughout the process). We will always give the client prior notification if we choose to display the work in our portfolio but will not do so if consent is not granted.
28. JDJ will provide the client with all approved project source files. Ownership and copyright of all unused or rejected files, documents and designs will reside with JDJ for non-exclusive future use unless otherwise agreed in writing.
29. For all digital projects (including website, app, e-brochure, and social media assets), the client will retain ownership of all source files, including the web page design and graphic elements. JDJ will inform the client in advance if for any reason ownership of any project element is not possible including third-party proprietary software and programs or source code.
30. JDJ will not at any time or in any manner, either directly or indirectly, use for our personal benefit or divulge, disclose, or communicate in any manner any information that is proprietary to the client. We will act reasonably to protect such information and treat it as strictly confidential.
31. Appropriate credit and acknowledgement for work produced by the agency should be attributed to JDJ Creative Limited (for instance written in small text on the back of a printed item or at the bottom of a website) where consent is granted by the client.
32. JDJ reserves the right to showcase any works completed for marketing and advertising purposes where content is not protected by a Non-Disclosure Agreement.

## **LIABILITY AND INDEMNITY**

33. JDJ reserves the right to engage additional sub-contracted labour as necessary for the execution of the project. All sub-contracted suppliers are required to sign a confidentiality agreement that prohibits the sharing of any confidential information with third parties.
34. The client agrees to indemnify JDJ and to keep the agency indemnified and hold the agency harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided. JDJ is not liable for any loss that may occur before, during or after the development of projects undertaken. The agency will not be held responsible for any delays, errors or losses arising from any third party.

## **TERMINATION**

35. Either party may terminate this agreement by providing written notice to the other party if that other party commits a material breach of this agreement. Termination shall be effective 30 days after receipt of such notice unless the other party has remedied such breach within the 30-day period.
36. These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. JDJ reserves the right to change or modify these terms at any stage with immediate effect.

---ENDS---

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