

Terms & Conditions

The Surgery Design and Digital Ltd, Granary Barn, Orchard Park Farm, Lurgashall, Petworth, West Sussex, GU28 9EU

Registered in England No. 8391968

1. DEFINITIONS

'The Company' or **'The Surgery'** means The Surgery Design and Digital Ltd.

'The Client' means the individual or entity, or any person acting on their behalf, who enters into a Contract with the Company.

'The Contract' means any agreement between the Company and the Client for the provision of services or materials.

By commissioning the Company's services, the Client agrees to these Terms and Conditions. These Terms may be updated at any time without prior notice, with changes published on the Company's website: .

2. FEES, CHARGES AND COSTS

2.1 VAT

All fees and charges are exclusive of VAT, which shall be added at the applicable rate. This includes third-party services such as printing, hosting, and large-format outputs.

2.2 Estimates and Additional Services

Estimates are provided for specified services only. Any additional services required to complete a project will be quoted and charged separately. Delivery and courier costs are additional.

2.3 Purchase Orders

A signed purchase order (preferably with a PO number and project value) is required before commencement of any work.

2.4 Price Variation

The Company may adjust its rates annually or upon 30 days' written notice. Any ongoing retainers or long-term projects will be subject to revised rates unless otherwise agreed in writing.

3. BILLING

3.1 Invoicing

Work will be invoiced either monthly, upon completion of project milestones, or at agreed hourly/daily rates.

3.2 Author's Corrections

Estimates include two rounds of author's corrections. Additional revisions or changes to the brief may incur further charges.

3.3 Suspension for Non-Payment

The Company may suspend work immediately if any invoice remains unpaid after the due date. Suspended work may delay project timelines and incur restart fees.

4. SCHEDULES, DEPENDENCIES AND DELIVERY DEADLINES

4.1 Project Schedules

Projects will follow an agreed schedule.

Delays caused by the Client (including failure to provide materials, approvals or instructions) may impact delivery timelines.

4.2 Impact of Client Delays

Where Client delays occur, the Company may revise deadlines, re-quote for additional time, or suspend work.

4.3 External Factors

The Company shall not be liable for missed deadlines due to circumstances beyond its control.

4.4 Force Majeure

The Company shall not be liable for failure to perform any part of the Contract due to force majeure events including but not limited to, disasters, war, terrorism, legislation, strikes, or material shortages. During such events, the Client may terminate the Contract by written notice and pay for work done and materials used.

4B USE OF ARTIFICIAL INTELLIGENCE TOOLS

The Company shall ensure that:

- it remains responsible for all Deliverables, whether produced by personnel, subcontractors or AI tools;
- all Deliverables are subject to appropriate human review and quality assurance before being provided to the Client;
- any use of AI complies with the confidentiality, data protection and information security obligations set out in this Agreement;
- confidential information, personal data or commercially sensitive information is not used to train or improve third-party AI models unless expressly permitted by the Client;
- the Client will own all the Deliverables created under this Agreement irrespective of whether AI tools were used in their creation

5. PAYMENT TERMS

5.1 Advance Payments

For new Clients, advance payment may be required.

5.2 Payment Deadlines

Invoices are payable within 30 days of the invoice date.

5.3 Interest on Late Payments

Late payments may incur interest at 2% above the Bank of England base rate. Client credit screening may affect subsequent credit agreements.

5.4 Debt Recovery Costs

The Client shall reimburse the Company for all reasonable costs incurred in recovering overdue sums, including legal fees and collection agency charges.

5A. RETAINERS

5A.1 Nature of Retainer Payments

Retainers constitute advance payment for services. Retainers are non-refundable except where expressly stated in the Contract.

5A.2 Drawdown of Retainer

The Company shall draw down against the retainer for work undertaken on a periodic basis. Statements of account will be provided upon request.

5A.3 Exhaustion of Retainer and Additional Fees

Where services exceed the retainer amount, excess fees shall be invoiced under Clause 5.

5A.4 Expiry of Unused Balances

Any unused retainer balance after 12 months may be treated as earned revenue. The Client acknowledges this reflects the cost of maintaining dormant balances.

5A.5 Paused Projects

Where a project is paused or delayed by the Client, the Company may continue to draw down against the retainer for completed work and committed third-party costs.

5A.6 Minimum Commitment

Retainers require a minimum three-month commitment unless otherwise agreed.

6. UNCOMPLETED PROJECTS AND CANCELLATION

6.1 Delayed or Paused Projects

The Company may invoice for partial work and third-party costs if a project is delayed or paused by the Client for more than four weeks.

6.2 Storage of Materials

Supplied materials will be retained for 12 months. Resumed projects will follow original pricing unless specifications change. Every effort will be made to hold external costs but this cannot be guaranteed.

6.3 Client Cancellation

Clients may cancel at any time but will be invoiced proportionally for completed work and committed costs.

6.4 Company Termination Rights

The Company may terminate the Contract immediately if the Client:

- fails to pay any invoice on time;
- commits a material breach;
- becomes insolvent;
- causes unreasonable delay;
- fails to provide required materials or approvals.

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7. INTELLECTUAL PROPERTY, OWNERSHIP AND LICENSING

7.1 Ownership Prior to Payment

All creative work produced during a project (including but not limited to, intellectual property, visuals, digital files, software and code) remains the property (physically, intellectually and in copyright) of the Company until full payment is received.

7.2 Licence to Use Deliverables

Upon full payment, the Company grants the Client a non-exclusive, perpetual licence to use the final approved deliverables for their intended purpose. This licence does not include rights to modify, resell, sublicense or create derivative works unless expressly agreed.

7.3 Third-Party Materials

Once final proofs/materials have been signed off, the Company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.

The Client is responsible for ensuring all supplied materials have appropriate copyrights, licenses and permissions for use in the commissioned project.

7.4 Client Indemnity

The Client shall indemnify the Company against all claims arising from materials supplied by the Client.

7.5 Freelancer IP Assignment

Where freelancers contribute to the project, the Company shall ensure all intellectual property rights are assigned to the Company before delivery to the Client.

7.6 Withdrawal of Deliverables

If invoices remain unpaid, the Company may withdraw or disable access to deliverables.

8. COPYRIGHT

8.1 No Exclusivity Guarantee

The Company does not guarantee exclusivity of concepts, strategies, designs or other intellectual property provided.

8.2 Client Responsibility for Copyright Registration

Clients are responsible for securing copyright protection for deliverables.

8.3 Company Credit

The Company may include Company credit on deliverables unless otherwise agreed.

8.4 Use of Work for Company Marketing

The Company may use concepts and final work for its own marketing unless otherwise agreed.

9. SUBCONTRACTING AND EXTERNAL SUPPLIERS

9.1 Subcontracting

The Company may subcontract or

outsource work. Such services remain the responsibility of the Company.

9.2 Third-Party Providers

The Company is not responsible for services provided by third parties directly engaged by the Client.

10. COMPLAINTS AND DISPUTE RESOLUTION

10.1 Inspection and Notification

The Client shall inspect deliverables immediately upon receipt. Any alleged defect must be notified within 5 working days.

10.2 Opportunity to Remedy

The Company shall be given reasonable opportunity to investigate and remedy any issue.

10.3 Good Faith Discussions

Parties shall attempt to resolve disputes promptly and in good faith.

10.4 Mediation

If unresolved within 20 working days, disputes may be referred to mediation under the CEDR Model Mediation Procedure.

10.5 Litigation

No party may commence court proceedings until the above process has been followed, except where urgent relief is required.

11. PRINTED QUALITY TOLERANCE

11.1 Tolerance Margin

Printed materials are subject to a tolerance margin of $\pm 5\%$.

11.2 Invoice Adjustment

Invoices may be adjusted to reflect actual quantities supplied.

12. WEBSITE DESIGN, DEVELOPMENT AND HOSTING

12.1 Hosting Fees

Hosting services are billed annually in advance.

12.2 Availability and Downtime

The Company is not liable for costs or losses due to unavailability of any site or application.

12.3 Client Testing

Clients are responsible for testing deliverables before launch.

12.4 Compatibility

The Company will endeavour to ensure that any website, application or software will function correctly on the server it is initially installed on and will function correctly on major browsers at the time of delivery but cannot guarantee compatibility with all future releases.

12.5 Third-Party Hosting Providers

The Company may provide hosting

services fulfilled by third party hosting providers: no guarantee can be made as to the availability of such services and the Company cannot accept liability for losses caused by unavailability, malfunction or interruption of such services, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

12.6 Refusal of Content

The Company may refuse to handle or host material deemed offensive, illegal or inappropriate and reserves the right to terminate the hosting service should the necessity arise.

13. CONFIDENTIALITY

13.1 Mutual Confidentiality

Both parties shall keep confidential all information disclosed during the project.

13.2 Exceptions

Confidentiality does not apply to information already in the public domain or required to be disclosed by law.

14. DATA PROTECTION (GDPR)

14.1 Compliance

Both parties shall comply with applicable data protection laws, including the UK GDPR.

14.2 Client Data

The Client warrants that any personal data supplied has been lawfully obtained.

15. LIMITATION OF LIABILITY

15.1 Financial Cap

The Company's total liability shall not exceed the lesser of (i) the total fees paid by the Client under the Contract, or (ii) the Company's professional indemnity insurance cover.

15.2 Exclusion of Indirect Losses

The Company shall not be liable for indirect or consequential losses including loss of profit, business, revenue, goodwill or data.

15.3 Third-Party Services

The Company shall not be liable for failures of third-party suppliers.

15.4 Reliance on Client Information

The Company may rely on the accuracy of information supplied by the Client.

15.5 Non-Excludable Liability

Nothing excludes liability for death or personal injury caused by negligence or fraud.

16. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any dispute arising out of them shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.