

Terms and Conditions

Definitions

'The Company' and/or 'The Surgery' is The Surgery Design and Digital Ltd. 'The Client' means the party or any person acting on behalf of the party with whom the Company contracts. 'The Contract' means any agreement between the Company and the Client for provision of services or materials to the Client.

By commissioning the Company's services the Client accepts these Terms and Conditions.

Terms and Conditions may be changed at any time without prior written notice to the Client. Any change(s) will be published on the Company's website: ineedsurgery.com

1. Fees, charges and costs

- a. All fees, charges and costs for services carried out by the Company are subject to VAT, where applicable, at the prevailing rate. This also applies to any 'bought-in' services such as printing, web hosting, large format graphic printouts etc.
- b. All estimated prices quoted, whether verbal or in writing, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
- c. A signed purchase order (preferably with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any job or part thereof. A separate PO may be required for any extras such as distribution, storage.

2. Billing

- a. All work will be billed either monthly or on completion of each project stage, or at the relevant hourly or daily rate as previously agreed.
- b. All estimates are based on expected or agreed design time and include two sets of author's corrections where alterations are called for by the Client.
- c. Where there is a change of brief, the Company will inform the Client in advance of any extra costs likely to be incurred.

3. Schedules and delivery deadlines

- a. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, the Company will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible, including the extent of any additional costs this might incur.
- b. While every effort will be made to achieve agreed delivery, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control.

- c. The Company shall be under no liability should it be unable to carry out any provision of the Contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employees in contemplation of furtherance of dispute, or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the Contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.

4. Payment Terms

- a. For all new clients, payment for the full or part amount (plus VAT) may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, the Company must receive full payment not later than 30 days after the date of the invoice.
- b. The Company reserves the right to charge interest at 2% above the Bank of England base rate to accounts that are not paid on time. Client credit screening may affect any subsequent credit agreement.
- c. Once the Client has agreed to the Company's current Terms and Conditions on a credit account with the Company, the Company shall invoice in project stages; eg Stage 1, conceptual design; Stage 2, Detailed design development, etc.

5. Uncompleted projects/cancellation

- a. The Company reserves the right to invoice for any disbursements for part works carried out, including third party costs incurred on a project, should the project be unable to be completed for any reason or has been delayed or put on hold by the Client for a period of 4 weeks or more.
- b. The Company will, in good faith, hold any supplied files, originals and materials for a period of 12 months following a project being put on hold. Resumption of work on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered. Every effort will be made to hold external costs, but this cannot be guaranteed.
- c. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that the Company judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or printing press time or any other supply costs accruing.

6. Property, responsibility and copyrighted materials

- a. All creative work produced, devised and presented during a project – including but not limited to intellectual property, visuals, digital files, software and code – will remain the property (physically, intellectually and in copyright) of the Company until full payment has been made on the Client's account, and all project costs have been cleared.
- b. 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.
- c. It is the responsibility of the Client that all materials (including, but not limited to, images, photographs, diagrams or illustrations, the clients' own and third party logos as well as intellectual property in other media) supplied to the Company by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned project. The

Company will not accept responsibility/liability for infringements caused by any wrongly supplied materials.

- d. Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.

7. Copyright

- a. The Company cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore the Company will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
- b. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.
- c. The Company reserves the right to add the Company credit on printed or digital projects unless instructed otherwise by the Client.
- d. The Company reserves the right to use both initial creative concepts and final approved design work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested by/agreed with the client.

8. Sub-contracting and external suppliers

- a. The Company reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of the Company and such services will be deemed to be carried out 'indirectly' by the Company.
- b. As part of larger projects which involve third parties commissioned directly by the Client, the Company will not be held responsible in any way for services not carried out/managed directly or indirectly by the Company.

9. Complaints and disputes

- a. Advice of any loss, quality or damage issues must be reported to the Company within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to the Company within 3 working days thereafter. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
- b. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform the Company immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.
- c. Every endeavor will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. The Company reserves the right to change/alter ordered amounts in the Client's best interest.

10. Website design, development and delivery

a. Billing

- i. Where supplied by the Company, hosting of any web site or application by the Company will be billed annually in advance.

b. Liability

- i. The Company will not be liable for any costs incurred, compensation or loss of earning due to unavailability of any site designed, developed and/or delivered by the Company, whether hosted on servers provided by the Company or by any third party contracted either by the Company or directly by the Client.
- ii. It is the Client's responsibility to test fully any web site, application or other software delivered by the Company before approving its release for general use ('made live'). In the event of any 'bugs', errors or other issues being found after the web site, application or other software has been made live, the Company will endeavour (but is not obliged) to correct these issues to meet the standards of functionality outlined in the brief.

c. Compatibility

- i. The Company will endeavour to ensure that any web site, application or software will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 9 and above, as well as current versions of Chrome, Safari and Firefox. The Company can offer no guarantees of correct function with all browser software, particularly software released after delivery of the project.

d. Hosting

- i. Whilst the Company may recommend hosting companies to host web sites, applications or other software, no guarantees can be made as to the availability or interruption of such services, and the Company cannot accept liability for losses caused by the unavailability, malfunction or interruption of such services, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.
- ii. The Company reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.