

Terms and conditions of employment

The following terms and conditions apply to all design and associated services offered by Philip Buckland. By ordering services from Philip Buckland you are agreeing to the following terms and conditions. If there is any term or condition that prevents you from dealing with Philip Buckland, both parties will look at it, and if reasonable, will confirm in writing its exclusion as part of our agreement.

Contract commencement

The contract between Philip Buckland and the client shall consist of the quote with its specifications and these terms and conditions.

It may not be necessary to have a signature for the contract to commence, verbal communication, email communication or other exchange making it clear that the work specified is required to be carried out shall constitute commencement of the contract and a contractual agreement between the client and Philip Buckland shall exist based on the quote with its specifications and these terms and conditions.

Reasonable revisions editing and changes

In the event that the client would like to make reasonable revisions editing and changes Philip Buckland will offer 3 revisions. Any more changes over the stated amount will be charged accordingly at a rate agreed by both parties.

Usage rights and source material

On completion of the description of service and full payment being made Philip Buckland agrees to sign over usage rights to the client.

Source materials should be discussed in the initial description of service, if source material is requested during or after the initial start of the project then the client agrees to pay an extra 15% of the agreed initial price.

Any artwork, imagery, text, etc you supply for use in your project must be materials your company created or that you have the appropriate copyright permissions to reproduce. Philip Buckland cannot be held responsible for copyright infringement claims involving materials supplied for use by you.

Payment

Strict payment guidelines are as follows:

Type A short 45 days or less

Payment shall be made to Philip Buckland for the amount due under agreement, 50% of the amount is to be paid up front in the form of a retainer. At the completion of the project the remaining 50% shall be paid within 15 days of client receiving an invoice from Philip J Buckland.

Type B long 46 days or more

First payment up front additional payments to be discussed, final invoice to be paid 15 days after completion of project.

Whilst any payment due under the agreement remains outstanding, Philip Buckland 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

Paying via online banking or wallet service such as paypal client agrees to add 4% to total payment to cover fees.

In accordance with the Late Payment of Commercial Debts Act 1998(UK) interest will be charged on all payments received outside of payment terms at the rate of 8% above the Bank of England Base Rate as applicable on the previous 31 December or 30 June whichever is the most recent. In case collection proves necessary, the client agrees to pay all fees (including all legal fees and court costs) incurred by that process.

If for any reason whatsoever we are unable to provide an agreed product or service in accordance with these terms and conditions our liability shall be limited in its entirety to a proportional refund of any fees paid by you for the service or product.

Single point of contact

All the feedback and revision requests from the client should go through one person which will be agreed by both parties beforehand.

Cancellation and Termination

Philip Buckland may, by written notice, terminate the Agreement between us immediately upon any of the following events.

- *You fail to pay any invoice which has become due*
- *You commit a material breach of any of the terms of the Agreement between us*
- *If you cease to carry on business or are unable to pay your debts within the meaning of the Insolvency Act 1986 Section 123.*
- *If at any time the client fails to respond in a timely manner to communication of any form (phone, email, certified letter, or in person) without prior notice or fails to provide content pertinent to the progress of the project, after a period of three months from final contact the project shall be considered abandoned.*

Should Philip Buckland decide to terminate the Agreement immediately if one or more of the above circumstances occur, I reserve the right to exercise any other rights which we may have against you. The client will forfeit any and all payments for services rendered

A Kill Fee will be charged if the client decides to end the contract for any reason once the work has commenced, this will be charged at the initial deposit plus any additional expenses incurred above and beyond the deposit amount.

All client materials and data will be stored for a period of one year from date of final contact and subject to storage & handling fees should the project be revived. After the one year period the data and materials will be disposed of in a secure manner.

Additional Fees

Philip Buckland reserves the right to charge additional fees when...

- All meetings and site visits including travel time are charged at a minimum of 2 hours. If they're cancelled without sufficient notice, they're charged as if they have occurred. Unless 24 hours notice is given in advance.
- Additional items that are not set out in asset list or were not discussed before initial quotation
- Items purchased by the Contractor in relation to the work such as 3rd party assets, tools. These items will be charged at 20% of the 3rd party asset cost unless agreed beforehand. <This fee is

waived if the client produces these assets themselves.>

- Phil Buckland reserves your right to adjust the rates of the project should the scope of the job, or amount of work you have to do is increased significantly.

Non disclosure agreement

The parties to the agreement shall not disclose, publish or otherwise disseminate Confidential information in relation to work practices to anyone other than those of its employees and trusted subcontractors with a need to know, and each Party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Each Party shall not use Confidential Information otherwise for its own or any third Party's benefit without the prior written approval of an authorized representative of the disclosing Party in each instance