



GENERAL TERMS & CONDITIONS

Please read the terms and conditions set out below carefully.

- 1.1 The Client will give CHI AGENCY ("CHI") a clear brief and ensure that the facts given about the Client's products and services are accurate and in no way misleading.
- 1.2 CHI will cooperate fully with the Client and the Client will make available to CHI all relevant information.

2 SERVICES

- 2.1 CHI will provide the services and/or goods and/or other items to the Client as specified in the agreement/order form.
- 2.2 CHI staff will liaise with the Client on a regular basis to ensure that it executes the services referred to in this clause in a competent and professional manner.

3 APPROVALS AND AUTHORITY

- 3.1 Where appropriate, after obtaining the Client's general approval, CHI will submit to the Client for specific approval:
 - 3.1.1 Copy layouts artwork storyboards and/or scripts.
 - 3.1.2 Media schedules for time space and other facilities
 - 3.1.3 Estimates of costs
- 3.2.1 The Client's approval of copy and layouts will be CHI's authority to purchase materials/order services.
- 3.2.2 The signature by the Client of a final production authorisation shall in respect of the document or item authorised be conclusive evidence that the Client has checked the document or item for content and accuracy and that the document or item meets the specifications laid down by the Client.
- 3.2.3 The Client's approval of advertising plans programmes campaigns and merchandising promotion schemes will be CHI's authority to make reservations, orders for materials and contracts for space time and other facilities and shall be conclusive evidence that the schedules meet the specification laid down by the Client.
- 3.3 The Client may request CHI to change, reject, cancel or stop, any and all plans, schedules or work in progress and CHI will take all possible steps to comply, provided that it can do so within its contractual obligations with third parties and in the event of any cancellation or amendment the Client agrees to reimburse CHI for any charges or expenses to which CHI are committed and also to pay CHI's fees covering these items.

4 CHARGES

- 4.1.1 Quotations are based on the current costs of production and publication space booking and are subject to amendment by CHI or at any time after acceptance to meet any rise in such costs.
- 4.1.2 CHI are entitled to charge Value Added Tax at the current rate in force.
- 4.1.3 CHI are entitled to make a charge for delivery of items if this is required by the customer.

- 4.2.1 CHI's basis of charging is contained in the Schedule hereto and CHI will not commit the Client to any expenditure apart from that detailed in the Schedule hereto or previously agreed by the client in writing.
- 4.2.2 All work carried out whether experimentally or otherwise at the Client's request will entitle CHI to make a charge in accordance with these terms and conditions.
- 4.3 CHI's agreed fees for Public Relations services are payable monthly in advance.
- 4.3.1 Except where otherwise specified in the Conditions all monies payable to CHI by the customer are payable within thirty days of the date of invoicing.
- 4.3.2 The Client will reimburse CHI in respect of any monies expended by CHI in fulfilling its obligations to the Client.
- 4.3.3 The Client agrees to pay within seven days of presentation any interim invoices in respect of advance or instalment payments required to be made to suppliers.
- 4.3.4 Any special or additional work or projects which are extra to the agreed programme will be costed and upon approval by the Client of such costings will be invoiced in advance.
- 4.3.5 Additional rechargeable expenses incurred by CHI are detailed in the current schedule of charges specified in The Schedule to this agreement or such revised schedule of charges which CHI may deliver to the Client from time to time.
- 4.3.6 CHI may request that it is reimbursed immediately by the Client whenever advance payments or financial commitments in excess of £500 previously authorised by the Client are required to be made on the Client's behalf.
- 4.3.7 If the Client utilises any form of deferred payment, hire purchase, rental or lease to purchase services or goods from CHI and is in default of the associated payment terms CHI may take possession of the supplied goods and halt associated services and as provided by law, deduct the costs of recovery (including legal fees and legal costs) and related costs, and hold the Client responsible for full term settlement for the deliverables.
- 4.3.8 In the case where CHI have agreed at the request of the Client to expedite the provision of services and/or the provision of goods and /or other items the Client agrees to pay CHI a surcharge of 10-50% of CHI's fees otherwise chargeable.
- 4.4 Upon termination of this agreement for any reason whether by notice or otherwise the client will remain liable to pay CHI all monies due to CHI under the terms of any agreement between CHI and the Client.
- 4.5 Invoices not subject to dispute which are not paid within 30 days of the date of the invoice shall be subject to interest and fixed compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis on any overdue sum at the statutory rate of 8% per annum above the Bank of England base rate from the due date until payment is made, whether before or after judgment, together with the fixed sum compensation and reasonable recovery costs provided for under that Act. CHI reserves the right to claim interest under the Act in addition to any other remedy.

5 COPYRIGHT, INTELLECTUAL PROPERTY AND OTHER RIGHT

5.1 Definitions

For the purposes of this Agreement:

- **“Agency Materials”** means all designs, concepts, artwork, copy, code, systems, processes, know-how, and other materials created, developed, or provided by the Agency.
- **“Final Deliverables”** means the specific outputs agreed in writing and delivered to the Client upon full payment.

- “**Pre-existing Materials**” means any materials, tools, templates, frameworks, code libraries, or intellectual property owned or developed by the Agency prior to or outside the scope of the Project.
- “**Third Party Materials**” means any stock assets, fonts, software, plugins, or other licensed materials not owned by the Agency.
- “**Project**” means the scope of work agreed between the Agency and Client.

5.2 Ownership of Intellectual Property

All intellectual property rights in the Agency Materials shall vest in and remain the property of the Agency unless otherwise expressly agreed in writing.

5.3 Licence to Use Final Deliverables

Upon full payment of all sums due, the Client is granted a **perpetual, non-exclusive, non-transferable licence** to use the Final Deliverables for their intended business purposes.

The scope of this licence shall be deemed sufficient to allow the Client to fully utilise the Final Deliverables for their intended purpose.

The Client shall not, without prior written consent from the Agency:

- resell, sublicense, or commercially exploit the Final Deliverables beyond their intended purpose
- extract, reuse, or repurpose elements of the work for unrelated projects
- modify or adapt core design systems, frameworks, or underlying structures

5.4 Assignment of Intellectual Property (Buyout Option)

Where expressly agreed in writing and subject to an additional fee:

- The Agency shall assign intellectual property rights in specified Final Deliverables to the Client.
- Any such assignment:
 - applies only to the expressly defined deliverables
 - excludes Pre-existing Materials, working files, concepts, and methodologies unless explicitly included

The Agency shall execute any reasonable documentation required to give effect to such assignment.

5.5 Exclusivity

Exclusivity is not included unless expressly agreed in writing.

Where agreed:

- Exclusivity shall be limited to defined sectors, competitors, territories, and/or time periods
- Exclusivity shall apply only to specified elements of the work
- Additional fees shall apply based on scope and duration

5.6 Unused Work and Concepts

All concepts, drafts, plans, ideas, and unused creative work prepared by the Agency shall remain the property of the Agency.

The Client shall have no right to use, reproduce, or adapt any such materials, regardless of whether they are in the Client's possession.

5.7 Agency Retained Rights

The Agency retains the unrestricted right to:

- reuse general ideas, concepts, know-how, and design approaches
- develop similar or derivative work for other clients
- use the Final Deliverables for portfolio, marketing, and promotional purposes

5.8 Third Party Materials

Any Third Party Materials incorporated into the work shall remain subject to their respective licence terms.

The Client agrees to comply with such terms, and the Agency shall not be liable for any misuse by the Client.

5.9 Client Materials

The Client warrants that any materials supplied to the Agency do not infringe the rights of any third party.

The Client shall indemnify the Agency against any claims, damages, or costs arising from the use of such materials.

5.10 Credit and Attribution

Unless otherwise agreed, the Agency reserves the right to include a credit and/or link in connection with the work.

Removal of such credit may be subject to an additional fee.

5.11 Suspension of Rights for Non-Payment

If full payment is not received, any licence granted under this Agreement shall be automatically suspended until payment is made in full.

5.12 Bespoke Products, Systems, and Innovations

Where the Project includes the development of:

- physical products
- systems, processes, or technical solutions
- patentable concepts or innovations

then, unless otherwise agreed in writing:

- all underlying intellectual property shall remain with the Agency
- the Client shall be granted a licence to use such outputs
- separate agreements may be required for:
 - patents

- manufacturing rights
- exclusive production or distribution

5.13 Royalty-Based Usage

Where agreed in writing, the Client may use specified designs, concepts, systems, or products on a royalty basis.

In such cases:

- royalty rates, calculation method, and payment schedule shall be agreed in writing
- the Client shall:
 - provide periodic (e.g. quarterly) usage reports
 - maintain accurate and complete records
 - permit reasonable inspection or audit of such records upon request

All royalties shall be:

- payable in full without deduction
- exclusive of VAT, which shall be payable where applicable

6 MATERIAL

- 6.1 Metal film glass and other materials, together with digital production files, source files, artwork files, code, fonts, project files and other production assets, used by CHI in the production of type plates moulds stereotypes electrotypes film settings negatives positive, digital masters and the likes shall remain the exclusive property of CHI.
- 6.2 Negatives, digital source files, working files may be distributed, deleted or archived unless written arrangements are made to the contrary.
- 6.3 CHI shall be entitled to destroy all material left with it by the Client after twelve months or after giving one month's notice to the client at such earlier time as CHI think reasonable.
- 6.4 All material or other property supplied by the Client to CHI will remain at all times the sole and entire risk of the Client and CHI shall not be under any liability for it.
- 6.5.1 Where the Client supplied CHI with any materials for the use of CHI in the performance of its obligations towards the Client or the Client specifies any materials to be used by CHI in the performance of the said obligations CHI may reject any materials so supplied and/or specified which appear to CHI in its absolute discretion to be unsuitable and where materials are found to be unsuitable during the course of production CHI shall be entitled to charge such additional fee as it shall in its sole discretion think reasonable.
- 6.5.2 Where materials are supplied and/or specified as aforesaid CHI will not be liable if such materials cause defective workmanship unless such defective workmanship is due to the failure of CHI to use reasonable skill and/or care.
- 6.5.3 Where materials are supplied by the client the Client warrants that the quantity of the same shall be adequate including an allowance to cover normal spoilage.

7 OUTSIDE ASSISTANCE

- 7.1 Where CHI considers that it is necessary to use the services of a third party for any reason whatever it may do so at its own discretion and without first obtaining the consent of the Client.
- 7.2 The Client shall not assign, transfer, charge, sub-contract or otherwise deal in any of its rights or obligations under this agreement without the prior written consent of CHI, such consent not to be unreasonably withheld or delayed. CHI may assign, transfer or sub-contract any of its rights or obligations under this agreement to any third party or agent.
- 8 DOMAIN NAMES**
- 8.1 CHI reserves the right to charge an administration fee of 25% of the costs charged by registrars for the transfer of domain names to or from domain name registrars. Any costs incurred by CHI on behalf of clients are passed through with administration costs applied.
- 8.2 Domain Names registered on behalf of clients become the property of the client after the agreed and approved registration costs are paid in full.
- 9 HOSTING**
- 9.1 Shared hosting is provided from a third-party hosting company any guarantees of the level of uptime provide by the hosting company and not directly from CHI.
- 9.2 CHI Clients should ensure they maintain a level of insurance cover in respect of any loss or damage to data stored on the website hosting server.
- 9.3 CHI will make incremented back-ups daily of the website data. It is The Client's responsibility to maintain any backups in the event that the hosting provide suffers downtime and/or CHI backup is unavailable.
- 9.4 CHI will automatically invoice for renewal of domain names and/or hosting annually allowing The Client a minimum of 30 days to change renewal requirements.
- 10 LIABILITY AND OTHER CLAIMS**
- 10.1 Where the Client has ordered a quantity of items CHI will use its best endeavours to deliver the correct quantity but the Client agrees that CHI will be allowed an error margin of 5% for work in one colour only and 10% for other work so that in the case of short delivery CHI will be entitled to its full charges subject only to a deduction in respect of the percentage of items undelivered and in case of over delivery CHI will be entitled to charge an additional fee being the same percentage of the agreed fee as the percentage of items over delivered as of the items ordered.
- 10.2 None of the obligations of CHI under this agreement shall be treated as conditions but shall be treated as warranties, save that nothing in this clause shall exclude or limit either party's right to terminate this agreement for material breach. Either party may terminate this agreement with immediate effect by written notice where the other party commits a material breach of this agreement which is either incapable of remedy or, being capable of remedy, is not remedied within 30 days of written notice specifying the breach and requiring it to be remedied.
- 10.3 The Client will indemnify and keep indemnified CHI from and against any legal proceedings claims damages losses expenses or liabilities which CHI may incur or sustain as a direct or indirect result of or in connection with any information representation reports data materials supplied prepared or authorised by the Client, particularly in relation to proceedings under the Consumer Protection from Unfair Trading Regulations 2008, the Business Protection from Misleading Marketing Regulations 2008, the Consumer Rights

Act 2015 and any other applicable consumer protection, advertising or trade description legislation as amended or replaced from time to time. Such material to include press releases articles copy scripts artwork and detailed plans or programmes.

- 10.4 Subject to the remainder of this clause 10, CHI's total aggregate liability to the Client arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total charges paid by the Client to CHI under this agreement in the twelve (12) months immediately preceding the event giving rise to the claim. CHI shall not be liable for any indirect or consequential loss, or for any loss of profit, loss of business, loss of anticipated savings or loss of goodwill, in each case whether direct or indirect. Nothing in this agreement shall exclude or limit CHI's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be excluded or limited.
- 10.5 CHI shall not be liable for any delay in or omission of publication or transmission or any error in any work carried out for the Client unless the Client has given written notice of its complaint to CHI within 7 days of the matter of complaint arising.
- 10.6 The various provisions of these terms and conditions are severable and if any provision is held to be unenforceable or invalid by a Court of competent jurisdiction then such invalidity of unenforceability will not affect the remaining provisions.
- 10.7.1 The written certificate by CHI that it has performed any services on behalf of or supplied any items to the Client shall be evidence that such services have been performed and such goods have been supplied unless the contrary be proved.
- 10.7.2 The Client shall not be entitled to raise any dispute whatsoever in respect of an invoice submitted to the Client by CHI including without prejudice the generality of this Condition the amount of such invoice unless the Client has given notice in writing to CHI within fourteen days of the date of such invoice.
- 10.7.3 Any complaints about short deliveries of items and about the quality of items delivered must be made by the Client to CHI in writing within seven days of receipt of the items.
- 10.8.1 CHI abide by the rulings of the Advertising Standards Authority by the British Code of Advertising Practice the British Code of Sales Promotion practice the IBA Code of Advertising Standards and Practice for Radio and Television and other Codes of Advertising Standards laid down voluntarily with the advertising industry to ensure that all advertising placed by CHI is legal decent honest and truthful.
- 10.8.2 In order to satisfy the requirements of the Codes referred to in the preceding subparagraph or any other statutory requirements the Client agrees to supply to CHI immediately objective factual evidence if so required in support of any product claims the Client wishes CHI to make.
- 10.8.3 The Client agrees to inform CHI without delay if the Client considers that any claim or trade description in an advertisement prepared by CHI is false or misleading in relation to the Client's product or service.

11 Terms

- 11.1 The agreement contained in the schedule hereto contains all the terms agreed between CHI and the Client and shall not be varied by any prior representations made by or on behalf of CHI to the Client or by any terms and conditions sought to be imposed by the Client to regulate the terms of its agreement with CHI.

- 11.2 These terms may not be altered waived or terminated except in writing and signed by a principal of CHI.
- 11.3 Termination of all services provided by CHI Agency is on 3 calendar months written notice unless otherwise agreed in writing:
- i. Termination of fixed fee contracts will equate to 3 months at the latest monthly contract fee. In the instance where the latest monthly fee/s has/have been significantly reduced prior to termination being issued then the termination fee will be made at the previous regular monthly contract fee, excluding up to 3 months prior to termination.
 - ii. Termination of variable fee contracts will equate to 3 months of the average monthly fee covering the previous 6 months of variable contract fee. In the instance where the latest monthly fee/s has been significantly reduced prior to termination being issued then the termination fee will be calculated by excluding these reduced fee months, excluding up to 3 months prior to termination.
 - iii.

12 CONFIDENTIAL INFORMATION

- 12.1 Each party (the "Receiving Party") shall keep confidential all confidential information of the other party (the "Disclosing Party") disclosed to it in connection with this agreement, including business, financial, technical and commercial information, and shall not use or disclose it save for the purpose of performing its obligations or exercising its rights under this agreement. This obligation shall not apply to information which: (a) is or becomes publicly available other than through breach of this agreement; (b) was lawfully in the Receiving Party's possession before disclosure; (c) is lawfully obtained from a third party without restriction; (d) is independently developed without use of the Disclosing Party's confidential information; or (e) is required to be disclosed by law, court order or any regulatory authority, provided that, where lawful, the Receiving Party gives prior notice to the Disclosing Party. Each party's obligations under this clause shall survive termination of this agreement and continue for a period of five (5) years from the date of disclosure. The Client acknowledges CHI's right to use general know-how, skills and experience gained in the course of its appointment, provided that no confidential information of the Client is disclosed.

13 NOTICES

- 13.1 Notices and other communications shall be validly given or sent by prepaid recorded delivery post, or by email to the email address notified by the relevant party for the service of notices, or left at the address of CHI or the Client as the case may be specified in the schedule to this agreement or such other address as may have been notified to the party serving the notice by the other party in writing and acknowledged by the party in receipt of the notice in writing. Notices sent by prepaid recorded delivery post shall be deemed to have been received within two days of despatch. Notices sent by email shall be deemed received at the time of transmission, or, if transmission occurs outside normal business hours, at 9.00 am on the next business day, provided that no delivery-failure or bounce-back notification is received.

14 RELEVANT LAW

- 14.1 This agreement shall be construed in accordance with English Law and at all times be subject to the jurisdiction of the Courts of England and Wales.

15 DATA PROTECTION

- 15.1 Each party shall comply with its respective obligations under all applicable data protection legislation in force from time to time, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (together, the "Data Protection Laws"). This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 15.2 Where CHI processes any personal data on behalf of the Client in the course of providing the services, CHI shall: (a) process that personal data only on the Client's documented instructions unless required otherwise by law; (b) implement appropriate technical and organisational measures to protect that personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage; (c) ensure that persons authorised to process the personal data are subject to an obligation of confidentiality; and (d) assist the Client, at the Client's cost, in responding to data subject requests and in meeting its obligations under the Data Protection Laws.
- 15.3 The parties shall, where required by the Data Protection Laws, enter into a separate data processing agreement setting out the subject matter, duration, nature and purpose of the processing, the types of personal data and categories of data subject.

16 FORCE MAJEURE

- 16.1 Neither party shall be in breach of this agreement nor liable for any failure or delay in performing its obligations (other than an obligation to make payment) if such failure or delay results from an event, circumstance or cause beyond its reasonable control, including act of God, fire, flood, epidemic or pandemic, war, terrorism, riot, civil commotion, industrial dispute, failure of utility service or transport network, or the act, order or omission of any government or public authority.
- 16.2 The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effect of the event. If the event continues for a continuous period of more than 60 days, either party may terminate this agreement by giving 14 days' written notice to the other party.

17 ANTI-BRIBERY

- 17.1 Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010, and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of that Act.
- 17.2 Each party shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with the relevant requirements and shall promptly report to the other party any request or demand for any undue financial or other advantage received in connection with the performance of this agreement.

18 THIRD PARTY RIGHTS

- 18.1 Except as expressly provided in this agreement, a person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.