

Definitions: 'The Company' is Argent Creative Marketing Limited. 'The Client' means the party, or any person acting on their behalf with whom the Company contracts by commissioning our services.

1. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only and are valid for 30 days. Any additional services required will be charged at our standard rates prevailing at that time. Unless previously agreed, delivery charges and other disbursements will be identified and invoiced as an additional charge.
2. All estimates are based on expected or agreed professional / creative time and include two sets of authors corrections where alterations are called for by the Client. If additional changes are required by client, these may incur additional charges.
3. All charges and prices for services carried out by the Company are subject to Value Added Tax 'VAT' where applicable, at the prevalent rate. Our VAT number is GB 206 21 37 50.
4. A signed purchase order 'PO' (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. A separate PO may need to be raised for any extras such as a distribution, storage, deliveries or mailing.
5. Where there is a change of brief or instructions from the Client, this may result in additional charges that will be invoiced in accordance with these Terms of Business.
6. All work is billed according to an agreed timetable, or if nothing has been agreed, at the earlier of completion of each stage of the work, or an estimate of work in progress at the end of each month.
7. Where the Company is required to commit to a disbursement cost or to make payment for disbursements on behalf of any client, this may result in a request for payment in advance from that Client.
8. For all new Clients payment for the full or part amount + 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 14 days after the date of Invoice. The Company will make a surcharge of 2% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.
9. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may compromise 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. This may incur additional costs.
10. Whilst 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 material that is outside of the Company's control.
11. 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.
12. Once final proofs/materials have been signed off by the Client, the Company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
13. Where a project is delayed or put on hold, in good faith the Company will hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project will be according to the original schedule of creative costs as long as the project specification remains unaltered. If over 30 days from the original estimate, other involved services may be re-estimated.
14. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence 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.
15. 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 are deemed to be carried out 'indirectly' by the Company.

16. 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.

17. 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.

18. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.

19. Advice of any dissatisfaction must be reported to the Company within three clear working days of delivery and receipt (whether printed or digital) and any claim in respect thereof must be made in writing to the Company within three working days thereafter. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

20. 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.

21. Every endeavour 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.

22. 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.

23. If at any point during any project 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 and disbursements incurred on the project and further compensatory charges for booked design time or printing press time or any other supply costs accruing.

24. The Company shall be under no liability if it is unable to carry out part or whole of any 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 employee's 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.

25. The Company will have a lien over all products, data and materials and may withhold or withdraw the supply of goods and services until all payments have been paid in full.

26. The Company reserves the right to include the Company credit on printed or digital projects unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client.

27. 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/agreed with the Client in writing.

28. The Company may change its Terms of Business at any time without prior notice. Current Terms of Business are shown on the Company's website.

29. By commissioning the Company to provide goods or services, the Client is agreeing to the Company's Terms of Business.