



TERMS AND CONDITIONS Effective from 1st November 2013

1. The Parties

- 1.1 "Transmission Creative Ltd": Transmission Creative Ltd having an address at Studio 108, The Courtyard, Royal Mills, 17 Rehill Street, Manchester M4 5BA; and
- 1.2 "The Client": The person, firm or company referred to in the Proposal.

2. Definitions

- 2.1 "The Brief" means any brief and instructions given to Transmission Creative Ltd by the Client in respect of the Work.
- 2.2 "The Proposal" means the written proposal by Transmission Creative Ltd as accepted by the Client which together with these Terms and Conditions form the contract between the parties.
- 2.3 "The Work" means all work to be carried out by Transmission Creative Ltd (including outsourced work) as set out in the Proposal.

3. Ownership of Property

- 3.1 The property and title in and to the work (including without limitation publications, brochures and articles) shall remain with Transmission Creative Ltd until full payment for the Work is received by Transmission Creative Ltd in accordance with these Terms and Conditions.

4. Ownership of Intellectual Property Rights

- 4.1 All intellectual property rights in the Work (including without limitation copyright, design right and registered design rights) owned by Transmission Creative Ltd will remain the property of Transmission Creative Ltd.
- 4.2 The Client shall have a licence to use all necessary intellectual property rights in the Work for the agreed purpose as set out in the Proposal. Any other usage shall be subject to Transmission Creative Ltd's prior written consent. Such consent may be subject to re-usage fees to be agreed.
- 4.3 Transmission Creative Ltd may revoke the licence granted pursuant to clause 4.2 above forthwith by notice in writing to the Client if Transmission Creative Ltd does not receive full payment for the Work from the Client in accordance with these Terms and Conditions.

5. Confidentiality

Any information acquired by Transmission Creative Ltd in the course of its services regarding the business of the Client shall be treated as confidential and shall not be disclosed to any other person, firm or company without the consent of the Client unless and until such information shall become public knowledge.

6. Estimates/Expenses

- 6.1 The proposal shall contain an estimate in respect of Transmission Creative Ltd's in-house design work. This shall remain valid for three months from the date it is given.
- 6.2 The Proposal shall contain estimates for any work that has to be outsourced (eg. photography and printing). Such estimates may be subject to increase by Transmission Creative Ltd's subcontractors. The Client will be responsible for any consequential increase in price of the Work.
- 6.3 All estimates for the Work specified in the Proposal are based on the Brief as known at the date of acceptance of the Proposal and are therefore subject to increase if the brief is altered after the date of such acceptance.
- 6.4 Transmission Creative Ltd will notify the Client of any increase in quotations or estimates pursuant to the above as soon as possible.
- 6.5 All travel and out of pocket expenses will be charged at cost.
- 6.6 All quotations and estimates are exclusive of VAT, which shall be charged at the rate required by law.

7. Time Limits

- 7.1 All time limits are estimated on the basis of the Brief as known at the date of acceptance of the Proposal and on the assumption that instructions will be given and/or decisions made by the Client promptly.
- 7.2 If, after the Proposal is accepted, the Client alters the Brief or unreasonably withholds or delays any necessary approvals, the time limits will necessarily be affected.
- 7.3 If a delay is necessitated pursuant to clause 7.1 and 7.2 above Transmission Creative Ltd will notify the Client of the extension of time that will be needed.
- 7.4 Transmission Creative Ltd will use all reasonable endeavours to adhere to such time limits.

8. Payment

- 8.1 Unless varied by the Proposal, accounts will be rendered periodically by Transmission Creative Ltd for the Work as it progresses.
- 8.2 Payment will be due within 30 days of the date of each invoice.
- 8.3 If either party cancels all or any part of the Work all fees and costs in respect of the Work and expenses incurred up to the date of cancellation shall be payable by the Client immediately. For the avoidance of doubt such payment shall not entitle the Client to any right or title in or to any part of the Work completed at the date of cancellation.

Grant Mitchell
Founder and Creative Director

Tuned in creative communications

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