



# Terms & Conditions of Work

*Cahoot Creative Limited*

This document is confidential and shall remain the property of Cahoot Creative Limited

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## STATEMENT OF WORK & TERMS

Between "us", *Cahoot Creative*, and "You", our client.

*You* are hiring *Cahoot Creative* to perform work for the estimated total price, as outlined in our previous correspondence.

### 1.0 SERVICES RENDERED

#### 1.1 Strategy & Design

Cahoot Creative will deliver the work agreed upon.

*You* will have two opportunities to review our work and provide feedback and amends; this is included in our quotations as standard. Further work will be charged at our hourly rate. If, at any stage, *You* are not happy with the direction our work is taking, *You* will pay us in full for everything we've produced up to that point and then cancel this contract.

#### 1.2 Errors

We can't guarantee that our work will be error-free (we're human) so we can't be liable to *You* or any third party for damages, including lost profits or other incidental, consequential or special damages, even if *You* have advised us of them.

### 2.0 MUTUAL COOPERATION

We agree to use our best efforts to fulfill and exceed *Your* expectation on the deliverables. *You* agree to aid us in doing so by making available to us required information pertaining to *Your* project and cooperating with us in expediting the work.

### 3.0 CHARGES FOR SERVICES PERFORMED

#### 3.1 Additional Work

Requests above and beyond those listed in the quotation may be considered out-of-scope and an amendment to the quotation will be recommended. Projects that go dormant for longer than 45 days will incur a fee to resume work at the discretion of *Cahoot Creative*.

### 4.0 TERMS OF PAYMENT

#### 4.1 Billing Schedule

We're sure *You* understand how important it is as a small business that *You* pay our invoices promptly. We're also sure *You* will want to maintain a positive working relationship and keep the project moving forward, so *You* agree to adhere to the payment schedule.

*Cahoot Creative* will invoice *You* for fifty per cent (50%) of the quotation amount at the time of our contract agreement - this will act as the deposit and enable us to schedule the project. The remaining 50% will be billed on completion of the project, along with any other costs incurred.

*You* will supply *Cahoot Creative* with all necessary purchase order numbers and other internal information required for invoice processing.



#### **4.2 Client Agreement to Pay**

**You** agree to pay our initial invoice upon receipt which will act as a deposit for the project. Every invoice after that will have 14 day payment terms. In the event payment is not made within 14 days, **Cahoot Creative** reserves the right to charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs **Cahoot Creative** pays for carrying overdue invoices. In addition, **Cahoot Creative** reserves the right to stop work until payment is received.

#### **4.3 Collection Costs**

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, **You** agree to reimburse us for these expenses.

#### **5.0 CANCELLATION OF PLANS**

**You** have the right to modify, reject, cancel or stop any and all plans or work in process. However, **You** agree to reimburse us for all costs and expenses we incurred prior to **Your** change in instructions, and which relate to non-cancellable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

#### **6.0 RESPONSIBILITIES OF CAHOOT CREATIVE AND YOU**

##### **6.1 Cahoot Creative's Responsibility for Releases**

You shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for **You** (If applicable).

##### **6.2 Your Responsibility for Releases**

**You** guarantee that all elements of text, images, or other artwork **You** provide are either owned by **You**, or that **You** have permission to use them.

Then when **Your** final payment has cleared, copyright will be automatically assigned as follows:

**You** will own the visual elements that we create for this project. On request we'll give **You** source files and finished files and **You** should keep them somewhere safe as we're not required to keep a copy. **You** own all elements of text, images and data **You** provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to **You**, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

##### **6.3 Client Responsibility for Accuracy**

**You** shall be responsible for the accuracy, completeness and propriety of information concerning **Your** products and services which **You** furnish to us verbally or in writing in connection with the performance of this Agreement.



## 7.0 CONFIDENTIALITY

**Cahoot Creative** acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by **Cahoot Creative** on behalf of **You** or disclosed by **You** to **Cahoot Creative**.

## 8.0 TERM AND TERMINATION

### 8.1 Notice of Termination

This Agreement can be terminated by either party upon not less than 30 days' notice in writing given by either party to the other.

### 8.2 Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within 30 days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

### 8.3 Payment for Non-cancellable Materials

Any non-cancellable materials, services, etc., we have properly committed ourselves to purchase for **Your** account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by **You**, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from **You**. We will provide written proof, upon **Your** request, that any such materials and services are non-cancellable.

### 8.4 Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which **You** have not paid us in full, until such time as **You** have paid us in full **You** agree not to use any such materials, in whole or in part, or the product of such services.

### 8.5 Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by **You** to **Cahoot Creative**, **Cahoot Creative** shall transfer, assign and make available to **You** all property and materials in its possession or control belonging to **You**. **You** agree to pay for all costs associated with the transfer of materials.



## 9.0 GENERAL PROVISIONS

### 9.1 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the United Kingdom.

### 9.2 Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

### 9.3 Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

By proceeding with employing the services of **Cahoot Creative**, **Cahoot Creative** assumes **You** have read and **You** accept these terms.