

Working with Saffron House

Our Standard Terms and Conditions

By now you will be familiar with our open approach to business. This extends to our business terms which are designed to be clear, fair and practical. If you think we have not covered any aspect in a reasonable way, or that we have overlooked anything, please raise this with us at the beginning of a project. If you are happy with our Proposal and these terms and conditions you will be asked to sign an acceptance to indicate your agreement and provide a purchase order so we can move forward together.

OUR RESPONSIBILITIES

The Basics

To deliver to cost and on time our responsibilities in the Proposal with appropriately skilled individuals

To interpret the commercial purpose of the Proposal in the way which we believe will achieve your objective in a style suitable for your purpose and which will reflect positively upon you

To provide nominated contacts (and backup contacts for use when the first contact is not available) for communication on all key issues

Prompt Communication and Decision Making

To keep you informed as to progress if there is any significant change in the programme set out in the Proposal of which we become aware (whether or not the changes are our responsibility)

Where circumstances beyond our control make it necessary to change what is in the Proposal (in order to achieve what we reasonably interpret your objectives to be) to put forward promptly a revised proposal with costings or estimates (where practicable)

Intellectual Property (Copyright etc) and Lawful Use

To obtain any permissions required for material we obtain directly for use worldwide in the specific work covered in the Proposal

If you later wish to use material in the Proposal for other purposes to endeavour to obtain consent for those purposes on reasonable terms charging for our time involved at our normal rates and an administration fee of 15% of the licence fee(s)

YOUR RESPONSIBILITIES

To do (or ensure that others do on your behalf) what you are responsible for doing in the Proposal promptly and efficiently

To communicate with us fully and openly to ensure that we fully understand your commercial purpose but to respect the integrity of our Proposal by not seeking unreasonable changes as work progresses

To provide nominated contacts (and backup contacts for use when the first contact is not available) for rapid communication and decision making on all key issues

To inform us as soon as possible if for any reason it becomes apparent to you that you are not going to be able to keep to the timetable or to do what is required of you in the Proposal and Programme of Work

To make prompt decisions regarding any revisions proposed by us (which will be covered by these terms with amendment to the Proposal being limited to what is unavoidable)

To obtain and pay for any material you are to provide in connection with the Proposal and to indemnify us for any costs or claims against us for unauthorised or unlawful use in any country

If you later decide that you wish to use material created (when working on the Proposal) for other purposes to ask us to try to obtain the necessary consents on your behalf (to comply with the law and to maintain a positive environment with those who work on the Proposal and may be involved in any future work for you)

OUR RESPONSIBILITIES

Changes and Corrections

To endeavour to comply with requests for minor changes or corrections that are in the spirit of the Proposal

To warn and advise you when changes or other issues may effect the integrity of the work we are doing for you or reduce its effectiveness and to provide estimates where practicable of the additional costs involved in changes exceeding the limited allowances incorporated in the budget

Respect for our Team

To provide a team of individuals (which may be partly external and may vary from that in the Proposal)

- suitable in terms of professional and other skills for the purposes of delivering the Proposal for you
- capable of working as part of the necessary team and
- able to deliver the Proposal for you in a professional manner

Limitations, Payments, Budget Variances and Exchange Losses

To do all we reasonably can (so long as we are paid all sums when due) to carry out our work under, and achieve the objectives of, the Proposal to the best of our ability but (in the context of tight costings) with a limit on our exposure to any liability for any claims (except those relating to death or bodily injury) of

- the amount of our fees relating to the particular piece of work involved
- or
- to the amount of our indemnity insurance cover, if available in the particular circumstances, which is set at a figure of £250,000

YOUR RESPONSIBILITIES

To check material promptly at the times and stages set out in the Proposal and any timetable provided, and on the basis that once you have approved material we are only responsible for incorporating the agreed changes correctly

To pay for changes which go beyond the single revision stage [limited to 10% of the standing job] provided for in the Proposal and not to introduce changes that would undermine the integrity of the draft (and to appreciate that significant and/or late changes or corrections may not be accommodated without impact on timings and cost as rushed work may attract a premium of 50% and heighten the risk of error)

To respect the work involved in assembling organising and training the team which works for you by not

- engaging directly the services of any member of the team
- seeking to engage directly the services of any member of the team for six months after we last carry out work for you except with our written agreement

To make payment to us of all amounts set out in the Proposal strictly

- according to the specified timetable
- or, if time is not specified, within 30 days of the date of our invoice

complying, in the event of any payment not being made when due, with any request we may make for the recall or cessation of use of all material we have supplied in connection with this Proposal (in whatever form it may have become incorporated or used and wherever it is located) until payment in full has been made

OUR RESPONSIBILITIES

To make every reasonable attempt to keep within the budget costings set out in our Proposal and, where this is not practicable because of unforeseen or unbudgeted work or amendments, to provide you with a revised budget as soon as possible

To seek your prior agreement (when practicable) to any out of pocket or travel expense exceeding £500 not covered in the Proposal

Where we are asked to budget in currencies other than Sterling, within 6 months of any invoice being sent to you, to provide an adjusting credit note or invoice to ensure that we neither profit from nor lose out from exchange rate fluctuations

Where work extends beyond one year to put forward annually for agreement revised rates/costings where appropriate

General

- Headings are for ease of reference and have no contractual effect
- We will both keep all information regarding our respective working methods and internal affairs confidential though we may refer to your being a valued client and provide samples of any product (which is in the public domain) on which we have worked for you when promoting our business
- If “force majeure” prevent performance of obligations by either of us for more than one month either of us may give written notice to the other bringing obligations for further performance to an end and we shall then be entitled to be paid for the work carried out up to that date [*at the rates set out in the Proposal*]
- This agreement prevails over any other terms and conditions
- Any amendment to the agreement between us (which is simply what is contained in or attached to this document which supersedes and replaces all previous discussions, correspondence and agreements) must be in writing from one of us and confirmed in writing by the other [*by the contact(s) nominated in the Proposal/ this letter*]
- Any right by a third party under The Contracts (Rights of Third Parties) Act 1999 to enforce or benefit from this agreement is excluded
- In the very unusual circumstances of a need for resolving uncertainty or dispute, English law will apply and we both agree that the English Courts will have jurisdiction

We look forward to working with you and your team, and to a successful and productive outcome.

YOUR RESPONSIBILITIES

To approve promptly any reasonable revised budget submitted by us to cover unforeseen or unbudgeted work or amendments (based upon the rates set out in the Proposal where they are relevant)

To fund us in advance on request for payments we have to make on your behalf to third parties who are not members of our team and to pay our out of pocket and travelling expenses for which prior agreement will be reached with you in relation to any expense exceeding £500

To recognise the fact that with tight costings we cannot bear the risk of exchange rate fluctuations and to pay any exchange rate loss invoices we submit to you

To agree reasonable annual variations in rates or costings reflecting industry rates and our need to maintain a reasonable margin