



your message. experienced.

## terms and conditions

All prices are in GB Pounds Sterling. This agreement is governed by the laws of Great Britain and Northern Ireland. Work will not begin until an agreement to terms of engagement and full payment of the agreed Retainer has been received and processed. Receipt, in full, of the Retainer accompanied by the signature/written notice agreeing to these terms and conditions, is an agreement to the terms and conditions of contract with GI and legal Engagement of our Services. These include, but are not exclusive to:

### 1. Copyrights, Ownership and Intellectual Property Rights

- All material provided by The Client for Publications shall contain the appropriate copyright notices, credit attributions and acknowledgements;
- GI retains all copyrights for, including but not limited to, any and all completed or uncompleted original Publication, except where copyright notices, credit attributions and acknowledgements already exist;
- The Client owns the Publication rendered by GI in full, except any original contributions by GI which are indefinitely licensed to the Client;
- GI will receive Credit for the Publication as recognition of the technical or creative skills rendered and retains the right to display and present all Publications as part of their portfolio to any third parties relevant to the growth of GI – excluding any arrangement governed by Non Disclosure Agreements expressly forbidding this action.
- GI exclusively retains any and all Intellectual Property Rights for, including but not limited to, any and all completed or uncompleted original Publication, technology, coding and design;
- It is understood by both GI and the Client that separate, signed arrangements may supersede these standard clauses.

### 2. Fees and Reimbursements

- Fees are calculated on a time basis and GI reserves the right to change these fees by written notice at any time.
- GI will invoice the client for any disbursements which it incurs on behalf of the client. Generally, disbursements in excess of £100 will not be incurred without the prior consent of the Client.
- GI reserves the right to require that the client pays disbursements in advance.
- Any disbursements incurred by GI on behalf of the client are subject to a 10% fee.
- The Client agrees to pay, in full, for all Publication completed by GI, including any Publication aborted by either the Client or by GI itself;
- Payment is due 28 days after "Invoice Date" above, unless The Client is on an agreed Payment Plan, or the due date is otherwise defined in writing.
- Our fees are generally billed at the conclusion of a project, although if a project becomes protracted or spans more than a month, we reserve the right to render monthly invoices.
- Failure to pay within the allotted time will result in interest charges of 2% of invoice total per month.

### 3. The Client's Obligations

- The Client has not and will not enter into any arrangement which may conflict with this Agreement ;
- The Client agrees that all Publication that GI has quoted on, are exclusive to GI;
- The Client understands that the Publication quoted in the brief , Letter of Engagement or above is an estimate and subject to a) change without prior notice and b) to variables that are beyond the control of GI.
- The Client understands that after 28 days of the final invoice or sign off, all changes, fixes, alterations and improvements whatsoever and for any reasons to their Publications are no longer covered by this agreement and will incur separate fees.
- The Client understands that GI will not launch a Publication on a Friday, if the Client overrides this recommendation, all support and changes will incur charges above and beyond the original quote. See 4. (b) for details.

### 4. GI's Obligations

- GI agrees and undertakes :
  - To perform the Services conscientiously and in a competent manner and to the full limit of your technical skill;
  - To promptly and faithfully comply with all of the Client's instructions;
  - To supply all materials and source files, as appropriate, on completion of the engagement.
- Office hours are 9am until 6pm Monday to Friday, any communications or work undertaken by necessity (not by choice) out of these hours will be charged overtime: 2 times daily rate, 3 times on Sundays.
- These terms and conditions are subject to change from time to time and without prior notice.
- GI will endeavour to keep the Client informed of daily rates and hours of work completed as much as possible.

### 5. GI Warranties

- GI is free to enter into this agreement;
- GI will deliver the Publication to the fullest of its understanding and definitions;
- GI warrants that all Publications will be original and not infringe on any other proprietary or personal rights of any third party or persons, except where appropriate notices or agreements are in place;
- All information concerning the Publication and Client are confidential and proprietary to the Client.

### 7. Limitation of Liabilities

- The Client understands and agrees that every effort will be made by GI to ensure the Publication is delivered to its fullest legal obligations, but will not indemnify the Client against any actions, costs, losses, claims and expenses of whatsoever kind or nature arising from the Publications carried out, unless;
  - The Publications breach any current professional guidelines relevant to the Client's industry and business as expressly brought to the attention of, and understood by, GI by the Client in writing;
  - The Publications cover non-performance of the warranties on the part of GI.

### 8. Termination and Complaints

- Every effort will be made to ensure that the services provided by GI are fast and efficient. However, if the Client has grounds for complaint he should address his concerns to one of the directors.
- GI reserves the right to terminate this contract with immediate effect by giving notice in writing, in any of the following events;
  - The Client undergoes any form of insolvency, bankruptcy or liquidation;
  - Client's payments are not kept up-to-date.
- The Client retains the right to terminate this contract by giving notice in writing, with a 2 week period of notice, in any of the following events:
  - The Publications are no longer required by the Client, only for reasons beyond their control. It is furthermore agreed that the contract for the Publications may not be awarded to a Third Party until after 6 Months of the termination date.
- Should the agreement be terminated for any reason, GI reserves the right to hold all materials and source files until the matter is settled or invoices to-date are settled in full.

In the event of any conflict between these Terms and the letter of engagement, the letter of engagement shall prevail. The Agreement is made on {the date above} between GI and the Client (as defined in "the Definitions"). GI thanks you for your business.

Unless stated above to be non-confidential the content in this document and any attachments are private and confidential and for the addressee only and may not be used, copied or disclosed save to the addressee. If you have received this document in error please notify us upon receipt and destroy.

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### definitions

NOW IT IS AGREED that:

"=" means "means". "the Client" = the company or individual named in the "Client" field above. "GI" = Global Initiative Ltd. "the Brief" = the document outlining the Work GI will undertake for the Client; either formally defined as the Brief or informally as a Letter of Engagement. "Publications" = any Work, including Websites and any solutions described in the Brief or Letter of Engagement, completed by GI for the Client.