



## **Terms & Conditions**

Explaining the conditions by which we work with you

The following Terms and Conditions of Service apply to all products and services provided by Sirane Ltd trading as Nurture & Create. Please ensure you have read and fully understand our T&C's and don't hesitate to contact us if anything is not clear to you.

## **Definitions**

In these terms and conditions "the Company" shall mean Nurture & Create and the Customer shall mean the Party with whom the Company enters into a Contract, even if fees are agreed to be invoiced to a nominated third party.

## **Contract Terms**

These Conditions shall apply to all goods and services supplied by Nurture & Create. Any provision, stipulation or condition in the conditions of order of the person, firm or company whom such goods and services are supplied – the Customer – or otherwise which conflicts with or in any way qualifies or negates any of these Conditions shall have no effect and these Conditions shall prevail.

These Conditions are to complement any Project Proposal drawn up for the person, firm or company to whom such goods and services are supplied.

## **General Assumptions**

Nurture & Create timelines and costs are based on client participation and approval. Delay in participation may result in the delay of the whole project, and Nurture & Create will not bear accountability for any delays in the project as a result of a clients' failure to return the project brief, approve the project brief and supply any relevant content.

If the delivery of any deliverables is delayed as a result of the client, Nurture & Create reserves the right to invoice in part or in full for any works already completed but contingent on the delivery of the delayed deliverables. The issuing of these interim invoices may occur outside of the agreed payment schedule.

The Customer will provide 1 client project lead per phase and will ensure streamlined process and consolidated feedback. This feedback must be in written form.

Where necessary, Nurture & Create may engage specialist 3rd party partners and suppliers to ensure the timely and quality delivery of any works commissioned. These include but are not limited to print suppliers, sign manufacturers and installers, photographers, illustrators, film makers, and other relevant partners to provide an extensive high-quality service offering beyond immediate in-house capabilities.

Should further deliverables or services be required, a change order will be issued to cover additional costs, as per the change of scope procedure outlined in the proposal submitted to the Customer by Nurture & Create.

If multiple design concepts are submitted, only one concept is deemed to be given by Nurture & Create as fulfilling the contract. All other artwork designs remain the property of Nurture & Create unless agreed in writing.

### **Charges, Estimates and VAT**

Nurture & Create shall charge such costs, charges and expenses as shall be agreed in writing with the Customer for the supply of any goods and services.

Estimates/quotes are valid for 30 days from the date of which the estimate/quote was supplied to the Customer, within which time Nurture & Create will require written approval to proceed and/or a Purchase Order number from the party responsible for paying our invoices. Please note that no work will commence until acceptance of the estimate/quote has been received by Nurture & Create and deposit received (where applicable).

Estimates are based on the Company's current costs of production and, unless expressly otherwise agreed in writing, are subject to amendment on or at any time after acceptance by the Customer to cover any rise or fall in such costs.

All amounts stated in this agreement are expressed to be without Value Added Tax and the Customer hereby agrees to pay in addition to the amounts stated therein all and any Value Added Tax which is or may become payable thereon.

In addition to the charges, Nurture & Create may incur additional costs (to include but not to be expressly limited to artwork, photography, printing, and exhibition materials) on behalf of the Customer in the proper performance of its services within the Contract. Such costs are to be charged to the customer monthly in arrears, if applicable, or included within the written quotation of each project.

Nurture & Create will not be required to make substantial advance payments or enter substantial financial commitments on behalf of the Customer and, if so requested the Customer will, upon request, pay the amount of such commitments immediately to Nurture & Create.

Pass through costs are separate to estimates and will be invoiced separately. These include out-of-pocket and third-party expenses that are incurred as part of the project, such as travel and accommodation expenses, courier costs, and image usage rights.

It is assumed that unless otherwise stated that most images will be provided by the client. Purchased royalty-free stock images from our standard sources (if required) will generally be priced at £100 + VAT per image (dependent on source, image size and quality) to cover sourcing time and image costs. Specific image requirements not satisfied by our standard sources will be charged at cost + 15% + VAT, with prior client notification. Nurture & Create is able to provide photography and videography at an additional cost if required.

All costs stated on estimates are based on information given at the time of the estimate being issued. Any additional information supplied may result in additional costs.

Estimates do not include any costs associated with the translation or internationalisation, nor any activities, deliverables or services related to ensuring the final output from this project is fit for use on any other platform. Translation services could be provided at a cost.

The costs stated are in British Pounds Sterling (£), and all invoices must be paid in this currency unless explicitly agreed to before the invoice(s) in question is/are due.

Pricing is an estimate based on the 'potential scope' and may need to be re-confirmed once all tasks have been clearly scoped out.

### **Terms of Payment**

Nurture & Create reserves the right:

To invoice the Customer for disbursements incurred by Nurture and Create and any such invoice shall be due and payable immediately;

To require the Customer to provide payments on account for specific works done or to be done and expenses incurred or likely to be incurred on the Customer's behalf;

To invoice the Customer for part costs to be incurred once initial approval to proceed is received from the Customer;

To suspend work until such payments are made

All other invoices shall be paid in full within 14 days of the date of invoice unless otherwise agreed in writing.

Initial payments are to be made at [nurtureandcreate.co.uk](http://nurtureandcreate.co.uk) by credit/debit card. Any subsequent invoices will be sent via an online invoice system and should also be paid by credit/debit card.

All invoice queries should be notified to Nurture & Create within seven days from the date of the invoice or shall be deemed accepted.

In the event of late payments or missed payments, Nurture & Create reserves the right to cease all work until payments have been made in full.

Customers who remain in default agree to pay all legal expenses and third-party collection agency fees in relation to the collection of outstanding monies.

Goods or services supplied to or commenced at the request of an agent for the Customer shall be chargeable to that agent as well as to their principal.

In the event of late payment or non-payment of debts by a third party introduced by a contact or agency as 'the customer' this debt will revert to the introductory agent or contact.

### **Authority & Proofs**

Written approval by the Customer of designs, drafts, proofs or estimates will be taken by Nurture & Create as authorisation to proceed and to enter into contracts with suppliers based on such quotes.

Proofs of all work may be submitted for the Customer's approval and Nurture & Create shall not be liable for errors not corrected by the Customer in such proofs. The Customer's alterations and

additional proofs necessitated thereby shall be charged in additional charges. No responsibility will be accepted for any more errors in proofs accepted by the Customer.

### **In Scope**

All design works listed in proposals submitted by Nurture & Create will cover presentation of up to five initial design concepts plus up to three design review stages thereafter, depending on the package chosen, unless explicitly stated as otherwise in said proposal. Additional stages of review shall incur an additional cost, separate to the initial estimate, which will be advised at the time.

The estimate supplied to the Customer by Nurture & Create is based on the potential scope included and does not include other requirements. Any other requirements are to be produced and quoted separately.

All costs listed in the proposal supplied exclude VAT, unless explicitly specified as otherwise. VAT is listed in a separate column on all estimates and clearly outlined.

During the execution of items detailed within the proposal supplied, additional items may be identified that will improve the final product and/or service delivered. These will be scoped out and costed separately.

### **Change in Scope Procedure**

Upon delivery of a final quotation based on fixed scope, any services or deliverables beyond the scope of work set out in the initial estimate supplied by Nurture & Create will be considered a Change Request, and will require a separate quotation or Change Order.

Such incremental scope shall be dependent on the negotiation, in good faith between Nurture and Create and the Customer of any changes or additions to schedule, service, deliverables, fees or pass-through costs. Such changes shall be detailed in writing and signed otherwise approved by both parties.

### **Property and Risk in Goods**

The Customer shall be deemed to have accepted the goods and services on delivery, but Nurture and Create shall retain ownership of all materials and goods produced by it to the order of the Customer until all goods and services to the Customer have been paid in full.

### **The risk in the goods shall pass to the Customer upon delivery.**

Any material made available to the Customer by or on behalf of the Customer shall, while it is possession of Nurture & Create or in transit, be at the Customer's risk and Nurture & Create shall not be liable for any loss or damage to such materials however caused and the Customer shall insure the said material accordingly.

### **Confidentiality**

Both Nurture & Create and the Customer undertake to keep secret and not to disclose any confidential information which comes to the notice of it in relation to the other party and/or any of its subsidiary and associated companies (other than information already in the public domain) and not to use it for any purpose other than the performance of its obligations under this agreement.

The Customer's confidential information shall include, but not be limited to, information and data relating to the customer's and its subsidiaries' business and their financial performance and results.

Nurture & Create's confidential information shall include, but not be limited to, details of its fees, costs and unused work and concepts that it has produced. The resultant design work may be used in the Company's portfolio unless agreed otherwise in advance.

### **Non-Solicitation**

For a period of two years after the closing of the transactions contemplated the Customer will not, directly or indirectly solicit without written approval from Nurture & Create for employment any employees, contractors, or consultants of Nurture and Create or any of its subsidiaries.

In the event of a breach (or threat of a breach) of this agreement, Nurture & Create is entitled to immediate and appropriate injunctive relief, or a decree of specific performance of this agreement, without the necessity of showing any irreparable injury or special damages.

### **Copyright & Licensing**

For logos and designs, paid in full, the copyright will be passed to the client, upon approval of that design, for that design only. Any designs rejected will remain copyright of Nurture & Create.

The rights of an intellectual property nature in all design, artwork, copy and other work produced by third parties, except where Nurture & Create obtains a valid assignment of such rights from such third parties, shall remain with such third parties but Nurture & Create shall, at the Customers' request use its reasonable endeavours to obtain such as assignment in the event that the Customer pays all of the costs and fees involved.

For the avoidance of doubt nothing in this agreement shall require Nurture & Create to assign the rights of an intellectual property nature in its work, unless a separate agreement is requested and reached in advance.

Nurture & Create will never knowingly infringe any copyright or trademark and will deliver, to the best of its knowledge, creative solutions that are original and unique. Unless otherwise agreed in writing, it is the responsibility of the client to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the 'UK Intellectual Property Office' if required.

Any design, copywriting, drawing, idea created for the customer by Nurture & Create, or any of its contractors, may not be modified, re-used, or re-distributed in any way or form without the express written consent of Nurture and Create and any of its relevant sub-contractors.

### **File Storage**

Client project files and all associated content will be archived upon project completion and stored on our cloud servers for a maximum of 5 years.

Clients are encouraged to keep their own copy of all deliverables.

Supply of archived files will incur a charge which will be dependent on the size of the data being recovered.

Recovered files may only be used for the purpose they were originally intended and may not be modified, re-used, or re-distributed in any way or form.

## **Insurance**

The Customer shall be responsible for effecting all necessary insurance in respect of any loss, damage or expense that it may suffer directly or indirectly in relation to the provision or non-provision of the Company's goods and services.

## **Suspension & Termination**

Nurture & Create shall be entitled to suspend its performance of the contract if and for so long as the Customer shall be in breach of any of its obligations; and

- a) if the Customer is in arrears on any payment to the Company.
- b) to determine the contract without notice in the event of the bankruptcy, insolvency or liquidation of the Customer at any time or the levying of any distress, execution or other legal process upon the Customer's assets or in the event of a receiver being appointed over all or any part of the Company's assets or in the event of a continuing breach by the Customer of any of its obligations.

## **Waiver**

The waiver or non-enforcement by Nurture & Create of any breach of these Conditions shall not prevent the subsequent enforcement of these Conditions in full and shall not be deemed as a waiver of any subsequent breach.

## **Force Majeure**

Nurture & Create shall not be liable for any delay or failure to perform any of its contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of God, government action, failure of power supply, equipment failure, lock out, strike, default, or failure of subcontractor or suppliers or any other cause beyond its reasonable control and Nurture & Create shall not be liable for any loss, damage or expense suffered by the Customer or any third party arising directly or indirectly from any of such matters.

## **Variation**

These conditions override any differing conditions which may appear on the Customer's order form or other document.

Nurture & Create reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.

## **Notice**

Any notices required to be given under these Conditions shall be in writing.

## **Naming**

Naming & use of brand names will be validated by the Customer and Customers are advised to obtain full legal qualification / advice.

## **Content**

Prior to project commencement, Nurture & Create are to receive, where possible, all necessary associated information and branding assets, including research, evidence, existing photography and video, logos, typography, colour palettes, image style, existing brand language and tone of voice guidelines, and layout guidelines.

All design files must be supplied to Nurture & Create in an editable format (Adobe Illustrator, Adobe InDesign, Adobe Photoshop)

All necessary images and text will be provided to Nurture & Create prior to project commencement. Failure to do so may delay the project beyond the expected timeframes.

Unless clearly specified as otherwise within this proposal, all copy will be provided by the Customer. The Customer is responsible for ensuring the accuracy of any information provided to Nurture & Create for the provision of services. Copywriting by Nurture & Create beyond basic editing for grammar, spelling and tone-of-voice will be viewed as out of scope, and will incur additional charges.