

WORKING TERMS AND CONDITIONS AGREEMENT 2009

1. PARTIES

The Client (hereafter known as 'you')
Nous Sommes Design Ltd. (hereafter known as 'we')

2. RELATIONSHIP BETWEEN THE PARTIES

This agreement does not create a partnership or joint venture and we both agree that Nous Sommes Design will work under the general direction of you, the client, as an independent contractor but it is at our discretion to determine the best practices for production of the work.

3. THE WORK

We promise work of the highest quality and the total commitment of our team. If you are not satisfied with any aspect of our work, we ask you to discuss this with us immediately so that we can correct the situation as fast as possible.

4. APPROVAL

We agree to present all work to you for approval. You agree to approve or reject work as it is presented and following approval, to assume responsibility for any errors or omissions.

5. COMMUNICATION

We both agree to keep each other informed of all developments that may be relevant to our work and to meet regularly to review the work. Failure to communicate with us about the work after presentation(s) for a period longer than 7 days will result in the work-to-date being invoiced, and may result in completion dates of the work being re-scheduled or the work being re-estimated.

6. CONFIDENTIALITY

We both agree not to disclose or use each other's confidential information and to take all reasonable steps to prevent inadvertent disclosure or use. You agree that we may publicise our relationship with you both online and in printed portfolios. Any accreditation appearing on the work will be incorporated and presented to you prior to approval.

7. FEES & COSTS

You agree to pay us fees for our professional time, according to the schedule agreed between us. In addition to our fees, you agree to pay all expenses and outside costs necessary to do the work. We agree to provide a breakdown and receipts for relevant costs upon request. We reserve the right to pro-forma a percentage of the fee to new clients.

8. PAYMENT

You agree to pay our invoices in full within 14 days of the invoice date. A monthly 2.0% late payment charge is payable on all overdue balances and payments will be credited first to late payment charges and next to the unpaid balance. We reserve the right to withhold delivery and transfer of ownership of any current work if accounts are not paid in full. Full bank details are indicated on all invoices.

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9. OWNERSHIP

Ownership of all work is held by us until full payment is received. Once received you are entitled to use and reproduce the final work as you see fit. We retain ownership of all software, fonts, code and designer intellectual property used in the creation of the work unless otherwise stated, or in a *work-for-hire* instance.

10. WORK-FOR-HIRE

The term *work-for-hire* as stated in this agreement means freelance work completed at your premises and will be charged at an agreed daily fee based on 8 working hours per day. The daily fee may vary depending on scale of work, travel times and equipment hire; all of which are included in the daily fee. Payment terms for *work-for-hire* is within 7 days of the invoice date.

11. TERMINATING THE WORK

We both agree that you can terminate the work with us at any stage provided all work-to-date is paid in full within 7 days of termination, except in a *work-for-hire* instance. In a *work-for-hire* instance we require 5 working days notice of cancellation, if you cancel the work without our required notice period for any reason other than a material breach of these terms you agree to pay 5 days of the agreed daily fee.

12. RELEVANT LAW

We both agree that this agreement is governed by the laws of England and Wales.

13. LEGAL EFFECT AND TERM

We both agree that this agreement is in effect as long as we are working for you.

14. QUALITY ASSURANCE

Creative work

The requirements and objectives of each project are documented in form of a brief and agreed before any creative work begins. This ensures a clear and common understanding of what is required and allows all work in progress to be properly assessed.

Approval process

Work will be presented for approval at various stages throughout the project, and written sign-off is required before proceeding to the next stage.

Changes

The scope of work is defined at the time of the brief and will usually allow for a certain amount of client amendments and changes depending on the project. Changes beyond those defined in the scope of work will be assessed by Nous Sommes Design for their effects on timescale and budget, and will be estimated and submitted to the client. Written sign-off from the client is required before the work commences.