

Standard Terms & Conditions (non-photography)

PARTIES

'The Client' is highlighted on page 1 of the quote and is the party, or any person acting on their behalf with whom the Company contracts.

'The Supplier' is IDEALee Limited.

'The Consultant' is the professional or professionals allocated by 'The Supplier' to carry out the Project or agreed work as per the quote.

1. DURATION

These terms and conditions are in place from the date that the Client accepts a Quote or instructs IDEALee Limited to begin work, whether verbally or in writing, and will apply to any and all future projects unless agreed otherwise by both parties.

2. PURPOSE

The purpose of these Terms and Conditions is not to establish an employment relationship, but to define the relationship between the Client and IDEALee Limited. IDEALee Limited agrees to provide any services advertised on their website and/or agreed as part of any quote, to the Client in a professional and workmanlike manner in accordance with the provisions of these Terms and Conditions.

3. PLACE OF WORK

IDEALee Limited is not obliged to undertake work at a different site or location from that agreed between the parties at the beginning of any project. IDEALee Limited may agree to undertake works at a different location from that originally agreed but reserves the right to renegotiate the Project price and/or charge appropriate reasonable travel expenses to the Client (£0.50/mile for all locations over 10 miles from 5 Lucas Close, RH10 7EY).

4. OBLIGATION FOR WORK

IDEALee Limited should not expect the Client to provide them with work, after each agreed Project, on a continuous or ongoing basis. Specifically, the parties agree that they do not wish to imply or create any mutuality of obligations whatsoever.

5. AVAILABILITY OF WORK

5.1 Should the Client offer IDEALee Limited a 'Project', IDEALee Limited may accept it or refuse it as the case may be. Any refusal to accept work will not preclude IDEALee Limited being offered further work when another opportunity arises.

5.2 If the Client offers a Project to IDEALee Limited and IDEALee Limited wishes to undertake this work, a quote will be given to the Client by IDEALee Limited and will need to be accepted by the Client in writing or by email before any work is undertaken. If the Client does not require a quote or set project fee and instead requests to work with IDEALee Limited on the basis on an hourly rate for completed work then fees will apply as per Clause 9.

5.3 IDEALee Limited will usually allocate a specific Consultant to each project but has the unfettered and unlimited right, at its absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the Project. The agreement of the Client is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Client. In the event that IDEALee Limited sends a substitute or delegate or hires assistance, IDEALee Limited will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Client will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

5.4 IDEALee Limited may undertake work for any other organisation or individual at any time, whether before, during or after this Project, and the undertaking of such work will not preclude the Client offering IDEALee Limited additional assignments as and when they become available. The Client acknowledges and agrees that IDEALee Limited cannot be required to give the Client any priority over any other Client.

5.5 IDEALee Limited may advertise its services and sign-write its own vehicles, attire and equipment in any way it sees fit without any objection by the Client.

6. DIRECTION AND CONTROL

6.1 IDEALee Limited will not work under the direction and control of the Client and is free to use its initiative in completing the agreed works. IDEALee Limited will have flexibility with regard to hours worked and is not

obliged to seek permission regarding working hours at any time, but will nonetheless make all reasonable attempts to work within agreed overall deadlines. In addition IDEALEE Limited is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

6.2 IDEALEE Limited acknowledges that it is in business on its own account and is not part and parcel of the Client's business. IDEALEE Limited Consultants will at all times represent themselves as an independent Company and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Client.

7. OWNERSHIP RIGHTS AND RESPONSIBILITIES

7.1 As per English Copyright Law, specifically the Copyright and Design Act 1988, any images, copies of images, branding, logo, creative work and all output of IDEALEE Limited, whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such works are protected by the Act. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means work created as part of this Project without the permission of IDEALEE Limited in writing. IDEALEE Limited and the Client therefore agree that unless stated otherwise in this document or in the quote, IDEALEE Limited owns any and all copyright, adaptation and reproduction rights.

7.2 IDEALEE Limited grants the Client permission to use their work under the following conditions. The work undertaken as part of this Project can be used by the Client to represent and advertise their business or for any related events.

7.3 Selling, lending, adaption of the work in any way, distribution of a product containing any of the work, failing to attribute the work or failing to do so properly, false attribution and derogatory treatment of work is not allowed, without prior written permission from IDEALEE Limited.

7.4 The Client agrees that IDEALEE Limited may use any of the works undertaken for the Client for publicity & advertising purposes to promote IDEALEE Limited, this may include publication on the IDEALEE Limited website and displaying any images included in this Project in their studios, portfolios, literature, exhibitions and advertising. The Client hereby releases IDEALEE Limited and its legal representatives, heirs and assigns from all liability and claims in connection with the work undertaken. No use of the work will be made by IDEALEE Limited for other commercial reason except with the written permission of the Client.

8. TOOLS AND EQUIPMENT

IDEALEE Limited will provide materials, plant, tools and equipment only where specifically agreed in writing by the Client. The parties recognise that this Project is in respect of labour and services only and that IDEALEE Limited has used its commercial judgment in recognising that materials, plant, tools and equipment can be sourced and supplied more economically by the Client.

9. PAYMENT

9.1. Both parties are obliged to honour any agreed price and payment terms.

9.2. If a project fee has not been agreed, then all work undertaken within the standard working hours of 7am – 7pm will be charged as follows (unless agreed otherwise in writing between both parties) and any travel will be charged at £0.50 per mile:-

- £120/hour for photography or video production (to include processing of all the shots/video, the delivery of all shots/video on a USB/DVD/to download)
- £75/hour for marketing/design consultancy or web related assignments, e.g. website creation, build
- £50/hour for creative assignments, e.g. illustration, graphic design, artwork, branding

These fees increase by up to 50% if the Client requires the work to be undertaken or delivered outside IDEALEE Limited's standard working hours of 7am – 7pm.

9.3. If a project fee is agreed, to secure IDEALEE Limited's time the Client will pay IDEALEE Limited an agreed deposit (usually 20-50% of the full project price) before any work will commence. This sum will then be deducted from the final invoice by IDEALEE Limited.

9.4. The final Project balance will be due a maximum of 28 days following the receipt of an invoice from IDEALEE Limited. All payments should be sent to IDEALEE Limited's Business Bank Account (HSBC, Account No: 21470639, Sort Code: 40-24-37, reference: as per invoice). IDEALEE Limited will, if requested by the Client, supply a specimen of its business stationery and business card for the Client's records.

- 9.5. IDEALee Limited will not be entitled to receive any payment in respect of holidays, bank holidays, sickness, or in respect of any other reason for absence.
- 9.6. IDEALee Limited is not entitled to receive any benefits of the Client's Company or to partake in any pension run by the Client.
- 9.7. Payments are made strictly in accordance with the above and there will be no payments due during periods when no work is provided.
- 9.8. IDEALee Limited reserves the right to charge the Client interest in respect of the late payment of any money due at the rate of 8 percent above the base rate of the Bank of England from the due date until receipt of payment. Should this be necessary an administration fee of £25.00 per month per outstanding invoice will be charged, in addition to the late payment fee, for the duration that each invoice is outstanding.
- 9.9. IDEALee Limited will be responsible for bearing the costs of acquisition and maintenance of transport, appropriate hand tools, and the expenses of accountancy fees, business stationery and any other incidentals of being in business on one's own account.

10. TAX, NI AND VAT ARRANGEMENTS

IDEALee Limited is entirely responsible for its own tax, National Insurance arrangements (and VAT should this be required).

11. HEALTH AND SAFETY

1. IDEALee Limited Consultants should take all reasonable measures to safeguard their own health and safety and that of any other person who may be affected by their actions. IDEALee Limited accepts the legal risk in respect of public liability and will therefore arrange necessary cover and pay associated premiums. IDEALee Limited will be responsible for providing its own personal safety equipment and that for any substitute, delegate or hired assistance.
- 11.2 The Client will ensure a safe and healthy working environment for IDEALee Limited Consultants for the duration of the working arrangements, should he be working on site.

12. CONFIDENTIALITY

1. In this paragraph, "Damage" means both economic loss, loss of reputation and damage to reputation, work or professional standing and "Personal Information" means any information about or in connection with, a party to these terms and conditions.
- 12.2 Each party undertakes for the benefit of the other that they will not:
 - 12.2.1 divulge to any person whatever or otherwise make use of any Personal Information relating to the other, which he learns as a result of this Project or any circumstance flowing from the Project;
 - 12.2.2 post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.
 - 12.2.3 The parties agree that any Damage arising directly or indirectly from a breach of the above provisions must be compensated on the basis of the effect on the damaged party.
 - 12.2.4 No matter how this Project ends, this paragraph shall be effective for 20 years from the completion of this Project.
 - 12.2.5 Divulge or discuss the specific terms of this Project with other parties, unless express consent is given to do so by both parties.

13. LIMITATION OF LIABILITY

This clause states the entire liability of IDEALee Limited.

- 13.1 This paragraph applies to all of:
 - 13.1.1 a breach of any contractual obligation arising under these Terms and Conditions;
 - 13.1.2 negligence or any other tort;
 - 13.1.3 any action taken or omitted by a third party who stands in for IDEALee Limited.
- 13.2 Any of the foregoing shall be known as a 'Default'.
- 13.3 IDEALee Limited shall have no liability to the Client in respect of a Default unless the Client has given written notice of it within 14 days of the date they became aware of the Default or the date when they ought reasonably to have become aware of it.

13.4 Where practicable, the Client agrees to give IDEALee Limited not less than 14 days in which to put right the Default. This includes remedying any Default by IDEALee Limited or its substitutes, delegates or hired assistance.

13.5 If a number of Defaults give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under these Terms and Conditions.

13.6 IDEALee Limited shall not be liable to the Client in respect of a Default, for loss of profits, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or IDEALee Limited had been advised of the possibility of the Client incurring it.

13.7 IDEALee Limited has working methods in place to prevent the loss or damage to the Client's work. However, as this work is stored electronically there is the unlikely possibility that it may be lost, stolen or destroyed for reasons in or beyond IDEALee Limited's control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of work supplied.

8. IDEALee Limited agrees that every effort will be made to provide high quality services. In the unlikely event that a catastrophic failure should occur to IDEALee Limited's equipment or transport or if IDEALee Limited is unable to provide a substitute or source new equipment, meaning IDEALee Limited is unable to provide the Client with the agreed upon works services and/or products, IDEALee Limited's liability shall be limited to a full refund of all monies paid for that block of services. Neither party shall be liable for indirect or consequential loss.
9. IDEALee Limited's entire liability in respect of a Default shall be limited to the sum of £1,000.

14. MISCELLANEOUS MATTERS

1. No amendment or variation to these Terms and Conditions is valid unless in writing, signed by each party or their authorised representative.
2. If any term or provision of these Terms and Conditions is at any time held to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
3. Any obligation in these Terms and Conditions is intended to continue to have effect after termination or completion shall so continue.
4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
5. Any communication to be served on either party by the other shall be delivered by hand or sent recorded delivery or by e-mail.
 - 14.5.1 It shall be deemed to have been delivered if:
 - delivered by hand: on the day of delivery;
 - sent by recorded delivery post to the correct address: within 72 hours of posting;
 - sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
6. In the event of a dispute between the parties, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
7. These Terms and Conditions do not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in these Terms and Conditions which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
8. The validity, construction and performance of these Terms and Conditions shall be governed by the laws of England and Wales and both parties agree that any dispute arising from it shall be litigated only in England and Wales.

2. CANCELLATION (WITHIN 14 DAYS)

- 2.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that IDEALee Limited has to give the Client this information:-
- 2.2. Under the Regulations, the Client has the right to cancel a Project within 14 days, without giving any reason. That means IDEALee Limited shall not be able to begin each piece of work or Project within 14 days of the date they were instructed by the Client.
- 2.3. For all purposes at law, the contract between IDEALee Limited and the Client is made as per Clause 5.2.
- 2.4. If the Client instructs IDEALee Limited to start the Project or any other work immediately/within 14 days, giving up their cancellation right, the Client may still cancel the Project or work at any time. But if the Client does so, the Client will owe IDEALee Limited for all fees agreed for the Project (or for all hours of work completed to date if a project fee was not agreed).
- 2.5. To cancel the Project or agreed work, the Client must tell IDEALee Limited that they want to cancel by a clear statement to IDEALee Limited sent by recorded delivery post or e-mail to the address mentioned below:
5 Lucas Close, Maidenbower, Crawley, West Sussex, RH10 7EY or
hello@IDEALee.co.uk

3. TERMINATION OF THE PROJECT (AFTER 14 DAYS)

- 3.1. Apart from the Client's cancellation right, as per clause 15, termination of a Project will be regulated under the terms set down in Clause 16 however Clause 15.5 will still be required.
- 3.2. If on cancelling the Project the Client has already instructed IDEALee Limited to begin the Project or any elements of the Project or if the Client has already agreed a start date with IDEALee Limited, the following charges apply regardless of the reason for the cancellation:-
 - Full payment will be required for all hours of work completed to date (if a project fee was not agreed but IDEALee Limited is undertaking ongoing work at an hourly rate as per clause 9.2).
 - Cancellation 14 days or less before the Project was scheduled or if the Project (or work) has begun – 100% of total fee/s
 - Cancellation 15 - 31 days before the Project was scheduled – 50% of total fee/s
 - Cancellation over 31 days before the Project was scheduled – Payment will only be expected for any hours already worked in preparation (deposit will be returned)
- 16.4 If IDEALee Limited cancels this Project the Client will only be charged for any costs associated with materials and preparation work carried out up to that date.
5. IDEALee Limited may terminate the Project at any time, without notice, if it is of the opinion that the behaviour of the Client or any of either of their employees or other Suppliers or the working environment is dangerous, inappropriate, in breach of any UK Legislation or prejudicial to the completion of the work. If IDEALee Limited does this, the full fee shall remain due.