

Brand Satellite - Terms & Conditions

Definition: 'The Client' means the party, or any person acting on their behalf with whom Brand Satellite contracts.

1. All charges and prices for services carried out by Brand Satellite are subject to VAT (where applicable) at the prevalent rate.
2. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
3. An email or letter by the Client, confirming approval of a quote is required before work can commence on any job.
4. All work is billed either on completion of project stage or monthly at the relevant hourly charge as previously agreed.
5. All estimates are based on expected or agreed design time and include two sets of author corrections, where alterations are required by Client.
6. Where there is a change of brief, Brand Satellite will inform the Client in advance of any extra costs likely to be incurred.
7. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, Brand Satellite will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
8. Whilst every effort will be made to achieve agreed delivery, Brand Satellite cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of Brand Satellite's control.
9. For all new clients, payment for the full or part amount + VAT may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, Brand Satellite must receive full payment not later than 14 days after the date of invoice. Brand Satellite reserves the right to make a surcharge of 2% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.
10. Brand Satellite reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 4 weeks or more.
11. It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Brand Satellite by the client will have the relevant copyrights, licenses, and permissions for use in the commissioned project. Brand Satellite will not accept responsibility/liability for infringements caused by any wrongly supplied materials.
12. Brand Satellite reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of Brand Satellite and such services are deemed to be carried out 'indirectly' by Brand Satellite.
13. As part of larger projects, which involve third parties commissioned directly by the Client, Brand Satellite will not be held responsible in any way for services not carried out/managed directly or indirectly by Brand Satellite.
14. Advice of any loss, quality or damage issues must be reported to Brand Satellite within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to Brand Satellite within 3 working days thereafter. Brand Satellite shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

15. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non-payment of the charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform Brand Satellite immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.
16. Every endeavor will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. Brand Satellite reserves the right to change/alter ordered amounts in the Clients best interest.
17. Whilst taking every care to protect all media and correspondence supplied, Brand Satellite cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
18. Once final proofs/materials have been signed off, Brand Satellite cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
19. Brand Satellite cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore, Brand Satellite will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.
20. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property - physically, intellectually and in copyright - of Brand Satellite, until full payment has been made on the Client's account, and all project costs have been cleared. Once full payment has been received by Brand Satellite, Brand Satellite automatically gives the Client unrestricted rights to reproduce the work, publish the work, make adaptations and communicate the work to the public.
21. Intellectual property for any approved and completed work produced during the project will remain with Brand Satellite, unless an agreement to transfer to the Client has been made.
22. Intellectual property for any creative concepts not approved by the client will remain solely with Brand Satellite.
23. It remains the Client's responsibility to seek copyright protection, if desired, for any creative/intellectual property provided to the Client by Brand Satellite.
24. In good faith, on completion of a project, Brand Satellite will hold any supplied files, originals and materials for a period of up to 12 months.
25. If at any point during the design or development cycle the Client wishes to cancel, they may do so but will be invoiced an amount that Brand Satellite judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or printing press time or any other supply costs accruing.
26. Brand Satellite reserves the right to the addition of our Company credit on printed or digital projects unless instructed otherwise by the Client.
27. Once the work is in the public domain, Brand Satellite reserves the right to use both initial creative concepts and final approved design work for the purposes of Brand Satellite's marketing activities (both online and offline), unless otherwise requested by the Client in advance.
28. Terms & Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms & Conditions alterations.
29. Brand Satellite shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of Terrorism, Fire, Flood, Drought, Failure of Power Supply, Lock Out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.
30. Brand Satellite will have a lien over any product, data or materials if all payments due from the Client have not been paid and cleared in full within 1 month from the date of the invoice. We reserve the right to withhold supply of goods and, in the case of web services, this includes recalling services including the hosting of websites.
31. The Client is agreeing fully to Brand Satellite's trading Terms & Conditions by commissioning our services.