

Terms Of Business

We want to be sure that Arlo & Ball Limited provides the best service and products to you, our clients. All services provided by Arlo & Ball Limited to the Client are subject to the following terms of business.

Terms & Conditions

The following terms and conditions refer to Arlo & Ball (“The Agency”) and its relationship with its clients and potential clients. Arlo & Ball Limited (company no. 15405393)

These Business Terms are an integral component of our agreement with you, designed to ensure clarity regarding our mutual expectations. It is essential to review these terms alongside the provided estimate, as they have been crafted to mitigate any possible misunderstandings. By choosing to work with us, The Agency, you implicitly consent to abide by these Terms of Business.

This version of the Terms of Business takes precedence over all prior editions and applies to both current and forthcoming projects unless expressly agreed otherwise in writing. The Agency retains the right to amend or adjust these terms at any point, and such changes will take immediate effect.

1. Arlo & Ball Remuneration & Charges

1.1 All fees and service prices provided by The Agency do not include VAT as Arlo & Ball is not VAT registered at this time.

1.2 The quoted prices, whether communicated in writing or verbally, pertain solely to the specified services listed. Additional services necessary to fulfil a project will incur additional charges. Deliveries and courier services are extra unless explicitly mentioned otherwise.

1.3 The estimate serves as our quotation for the commissioned work. We strive to ensure the estimate is as precise as possible.

1.4 In the event of any alterations or refinements to the original instructions, we will furnish you with a revised estimate or an update on costs.

2. Copyright & Intellectual Property

2.1 Intellectual Property Rights:

All intellectual property rights associated with the Goods, Services, and any related documents, data, intelligence, inventions, or information generated in connection with the Goods and/or Services shall be owned by The Agency. The Client is granted a license to use the Goods and/or Services under the following conditions.

2.2 License Assignment:

The license is non-transferable and cannot be assigned to a third party.

2.3 License Duration:

The license period aligns with the term of the Contract, and any renewal fee is determined by the terms specified in the Contract.

2.4 Usage Conditions:

The Client may use the Goods and/or Services only when all sums due under the relevant Contract have been paid.

2.5 No Copying or Alteration:

The Client is prohibited from copying or altering the Goods and/or Services, or any part thereof, provided by The Agency.

2.6 Restriction on Third-Party Services:

The Client shall not use the Goods and/or Services provided by The Agency under the Contract to offer services to a third party.

2.7 Limited Purpose:

The Goods and/or Services must only be used for the purposes defined in the agreement.

2.8 Reporting Infringements:

The Client must promptly inform The Agency of any infringement of The Agency's intellectual property rights that comes to its attention.

2.9 Indemnification:

The Client shall indemnify The Agency against any infringements caused by the supply of plans, drawings, reports, designs, or other materials by the Client for use by The Agency in the production of the Goods and/or Services.

3. Approvals, Authority & Proofing

3.1 Upon your approval to proceed with the estimate, The Agency will advance the project. At each development stage, it is imperative for you to proofread and verify all details, including accompanying pricing. As the client, it is your responsibility to meticulously review and endorse the final copy and design.

3.2 Your written approval, obtained either in person or via email, is required, encompassing activities such as sending an item for print, submitting editorial content to a publication, creating signage, or publishing a website. This 'sign-off' is conclusive evidence of your approval for the artwork before it is released for printing, implementation or installation.

3.3 No further development can commence until The Agency receives your written approval.

3.4 While The Agency takes precautions to prevent errors, we cannot be held responsible for errors or omissions in any work after you (or your representative) have completed the 'sign-off,' including typographical errors, spelling mistakes, or incorrect information. Once

final proofs are 'signed off,' The Agency cannot be held financially or otherwise responsible for any errors related to print, programming, or the end product.

3.5 Any amendments to work after your signed approval may result in additional charges for the additional time spent, with prior notification.

3.6 No refunds or reprints will be given following the final approved design going to print due to oversights in proofreading.

3.7 Please be aware that there may be colour variances between in-house proofs, on-screen colours, printer proofs, vinyl and final printed items. The Agency cannot accept responsibility for these variances, which are influenced by the print source, types of inks, print process, substrate, and individual preferences.

3.8 If you choose to use your print supplier, The Agency will provide artwork directly to you without monitoring, advising, or taking responsibility for the process or final output.

4. Confidentiality

4.1 The Agency will not disclose any confidential information shared during or after our term of appointment without permission. We will act reasonably to protect such information and treat it as strictly confidential.

4.2 If we make a presentation to you, the information within it belongs exclusively to us and must be treated as confidential and may not be used or disclosed without our permission.

4.3 The Agency reserves the right to use initial creative concepts and final approved design work for The Agency's marketing activities unless otherwise requested/agreed. A small credit and/or a The Agency graphic may be included on printed material, displays, signage, websites, and advertisements.

4.4 You agree to allow The Agency to place websites and other designs, along with a link to your site, on The Agency's website for self-promotional purposes.

5. Payment

5.1 For new clients, payment for the full or part amount + VAT may be requested in advance, as agreed between parties.

5.2 Unless otherwise stated or previously agreed in writing, full payment must be received by The Agency no later than 14 days after the date of the invoice. A surcharge of 2% per month interest may be applied to accounts not paid by this time.

5.3 Booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client.

5.4 All creative work remains the property of The Agency, physically, intellectually, and in copyright, until full project costs have been paid.