

RONIN Marketing: Terms and Conditions

The following terms and conditions apply to all between relationships between you, the client, and RONIN Marketing, trading as RONIN, roninmarketing.co.uk, www.roninmarketing.co.uk, or Katana Design. By commissioning us to work on a project, you are agreeing to these terms in connection with our communications, design, and associated marketing services.

1. Charging for our work

The estimated cost of projects will be quoted in advance. The estimate will be based on how long we expect the project to take, in terms of hours or days. It will also include the expected cost of bought-in and/or subcontracted goods and services.

The final cost of a project will vary from the original quote supplied if:

- a. Changes made by the client to the project are significantly different from the original brief.
- b. The client delays, defaults, or otherwise significantly disrupts the project and its agreed timescales.
- c. There are unexpected increases in our overheads or expenses.
- d. Circumstances occur that are not reasonably within our control.

In such circumstances, we will advise you of any increase in costs before charging.

Costs will include any materials and services we buy in from outside suppliers, in connection with your project. For most bought-in goods or services, we will charge you at cost, plus a handling fee. The same will be applied to incidental costs such as taxis and deliveries.

2. About our invoices

All invoices will be due for immediate payment. If you do not pay our invoices in full within 30 days of the invoice date, we may charge interest on any arrears at the rate of two per cent of the outstanding balance each month until we have had payment in full.

If you retain our services on a monthly basis, your fee will be payable monthly in advance. For new clients we ask for a payment in advance of between one third and a half of the estimated cost of the project. Any VAT on our fees and other charges that is payable to us or to a third party, will be added to our invoices.

3. Legal rights in the project work

All copyright and other intellectual property rights in connection with our work on clients' projects belong to us alone. Once a project is complete and our invoices for it have been paid in full, you have the right, known as a license, to use our design work, for the purpose intended.

If you supply us with any work to incorporate into a design or in connection with the project, it is your responsibility to make sure that:

- a. You already own the copyright and all other rights in the work or
- b. You have the necessary license or other legal permission to use and reproduce it and
- c. Our use of it will not infringe any third party rights

If you do not comply with these obligations, you accept that you will compensate us for any claims, damages, legal action or expenses we face as a result. You must not alter or modify any of our designs or other work without our agreement. If you have our agreement, the changes must be made by us or under our supervision, at an hourly rate agreed between us.

Both you and we agree to do everything reasonably possible to protect each other's confidentiality. If you let us have any items or material, you do so at your own risk. We are not responsible if they are subsequently lost or damaged.

We have the right to cancel any commitments we have made:

- a. If you break any of your obligations under this agreement,
- b. If you substantially change or call a halt to a project while it is still in progress.
- c. If you do break your obligations or if we cancel our commitments, you will immediately be responsible for paying any fees and expenses resulting from us carrying out your instructions up to the date of cancellation.

If you cancel a project, or place it on hold indefinitely, at any stage, we may invoice you in full:

1. For all the work we have done up to that point, at our usual hourly rate,
2. For any costs we face for outside supplies already ordered for the project.

If you call a halt to a project before it is finished, you have no copyright license or similar rights in the work we have done so far. Nor can you make use of our work or exploit it in any way.

4. Our right to sub-contract

We are entitled to sub-contract any of the work to be carried out on your project.