**Terms & Conditions : Neonical brand development services**

(aka Terms of Business)

* The agreement is between The Client and Marc Bond (trading as **neonical** )
* Work is quoted on a fixed-fee basis. No VAT (value added tax) is chargeable.
* The quote includes one rewrite.
* The balance of the fee (50%) is payable no later than 7 (seven) days after completion of the work.
* Copyright of the work remains with Marc Bond until the invoice is paid in full.
* Marc Bond retains ownership of any newly created intellectual property.
* Commissioning work via the **Neonical website** deems acceptance of these terms.

**Commencement of work for client**

* Before any work commences, a full breakdown of costs will be submitted within a formal Proposal or via detailed email.
* A 50% deposit payment is required before the project is started.
* A maximum of three drafts will be submitted (where necessary). A draft is considered either a first submission or complete re-write, not merely alterations to grammar, punctuation or spelling corrections.
* Submission for approval on all subsequent drafts will occur within three working days of submission.
* Completed work shall be submitted within 48 – 72 hours from instruction unless hindered by late progress by the 'client'.
* Creative materials are created from information you as the client, supply. Whilst every effort is made to provide 100% accuracy, it remains your responsibility as my client to check at every stage.
* No responsibility or liability will be taken by Marc Bond, trading as Neonical, for any inaccuracies or errors that occur as part of the production process.
* You will indemnify Marc Bond, trading as Neonical against all loses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgement by a court of law.

- Any claim by a third party that the use of work produced is defamatory,

offensive or abusive, or of an obscene nature, or is illegal or constitutes a

breach of any applicable law, regulation or code of practice.

- Any claim by any third party that the use of work produced by

Marc Bond, trading as Neonical infringes that third party's

copyright or other intellectual property rights of whatever nature.

- Any fines or penalties imposed by any regulatory. advertising or trading

body or authority in connection with the use of the Work created for you.

**Copyright & Intellectual Property**

* Unless agreed otherwise, the entire copyright of the words and/or phrases created and the use of original graphic design is retained by Marc Bond at all times throughout the world. Please refer to **www.intellectual-property.gov.uk/std/faq/copyright/who\_owns.htm**
* Marc Bond supplies the creative and artistic ability to produce an idea or entity with words and /or images, and sells the right to reproduce that work in a given context. No property or copyright in any work produced shall pass to the client whether on their submission or on the agreement of Neonical's reproduction rights in respect thereof.
* Any reproduction rights granted to the Client are by way of license and no partial or other assignment of copyright shall be implied.

**Use**

* On payment by the Client, Marc Bond t/a Neonical grants permission for the use of the work, but only in the publications, adverts, websites or other channels for which they are commissioned.
* Marc Bond t/a Neonical reserves their economic rights and may charge extra if the work produced is used in publications, adverts, websites or other channels for which they were not commissioned.

**Termination/Rejection**

* Unless a termination/rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition, editing or interpretation of your needs, amendments or circumstances.
* Therefore, if you ask me to write a first draft and then decide you don't want to use me without continuing to further draft stages or decide at any stage that you will finish the work yourself or by using somebody else, I will charge you the full cost (100%) of my estimate and payment terms noted in this document.

**Legal**

* This agreement is governed by the laws of England and Wales, without regard to its conflict of choice of law provisions.
* The Customer acknowledges and agrees that England is an appropriate place for venue of any litigation and that English courts have exclusive jurisdiction over this agreement.

**Payment**

* Unless agreed before hand, payment for work done must be received within seven days of receipt of invoice.
* Late payment (anything over the agreed seven day period) will incur a 'late payment' penalty of 10% of the total job value.
* This agreement is governed by the laws of England and Wales, without regard to its conflict of choice of law provisions.