



TERMS & CONDITIONS

Definitions:

'The Company' is MKA Creative LTD (also T/A MK Associates). 'The Client' means the party, or any person acting on their behalf with whom the Company contracts.

PO = Purchase Order / VAT = Value Added Tax

1. All charges & prices for services carried out by the Company 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. A signed purchase order (preferably with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any job (unless agreed in writing). A separate PO may need to be raised for any extras such as distribution, storage, deliveries or mailing.
4. All work is invoiced either monthly or on completion of project stage, or the relevant hourly charge as previously agreed.
5. All estimates are based on expected or agreed design time and include two sets of authors corrections where alterations are called for by the Client, or if additional changes are required by client.
6. Where there is a change of brief, the Company 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, the Company 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, the Company cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of the Company's control.
9. It is the responsibility of the Client to inform the Company in writing of any changes of address (whether this be registered, invoicing and/or delivery address).
10. 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, the Company must receive full payment not later than 30 days after the date of Invoice. The Company 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.
11. Once a client has agreed to the Company's current Terms and Conditions on a credit account with the company, MKA Creative shall invoice in project stages e.g. Stage 1 Conceptual Design, Stage 2 Detailed Design and Design Development etc. Upon stage completion unless where exceptional terms have been agreed with the client.
12. MKA Creative 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 then stage invoicing will occur.
13. In good faith, MKA Creative would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.

14. Disbursements on behalf of any client may result in a request for payment in advance from the Client.
15. 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 the Company until full payment has been made on the Client's account, and all project costs have been cleared.
16. Once final proofs/materials have been signed off, the Company cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
17. 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 MKA Creative by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. MKA Creative will not accept responsibility/liability for infringements caused by any wrongly supplied materials.
18. The Company 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 the company and such services are deemed to be carried out 'indirectly' by the Company.
19. As part of larger projects which involve 3rd parties commissioned directly by the client, the Company will not be held responsible in any way for services not carried out/managed directly or indirectly by the Company.
20. Advice of any loss, quality or damage issues must be reported to the Company 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 the Company within 3 working days thereafter. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
21. 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 the Company 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.
22. Every endeavour will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. The Company reserves the right to change/alter ordered amounts in the Clients best interest.
23. Whilst taking every care to protect all media and correspondence supplied, the Company cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
24. The Company cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore the Company 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.
25. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.
26. In accordance with GDPR, should the Client wish for MKA Creative to handle/process any of their customer data or to provide systems to process personal data (e.g. web-based databases), it is the Client's legal responsibility to ensure the processes requested of us are data-compliant and to have a written contract in place with us to carry out such processes. Furthermore, it is the Client's responsibility to ensure they have obtained consent from the individuals for the personal data they pass over to us for processing.
27. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that MKA Creative 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.

28. The Company reserves the right to the addition of our Company credit on printed or digital projects unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client.
29. The Company reserves the right to use both initial creative concepts and final approved design work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
30. Terms and 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 and Conditions alterations.
31. The company 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 Customer 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.
32. Termination of an agreed fixed fee quotation (such as for a specific event date or product launch) where exact hours worked can not be calculated, percentages of the total invoice will be charge on termination as follows:
 1. The event/launch is postponed : We would invoice 50% of the quote to allow for cash-flow impact, then the final 50% on completion of the event work at the new date later in the year. So the final costs would remain the same as quoted.
 2. The event/launch is canceled completely :
Cancellation 4 weeks notice before the event = 50% of total fees
Cancellation 2 weeks notice before the event = 75% of total fees
Cancellation upto 1 day before = 90% of total fees
 3. Any agreed sub-contractor costs already incurred would be invoiced in full.
33. MKA Creative will have a lien over any product, data or materials if all payments due from you 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.
34. The Client is agreeing fully to the Company's trading Terms and Conditions by commissioning our services.