

Working with Jago: Terms & Conditions

1. Interpretations and definitions

- 1.1. The Client: the company or individual requesting the services of Jago
- 1.2. Jago: Lead Agency Ltd trading as Jago including all Jago employees, associated companies or affiliates
- 1.3. "Client Material" means any intellectual property, information or documentation provided or made available by the Client to Jago
- 1.4. "Confidential information" means any proprietary and non-public information belonging to a party which has been or may be disclosed to or obtained by the other party before or during their working relationship, whether such information is in writing or was obtained pursuant to discussions, and includes any intellectual property; underlying works; business, marketing or financial data; know-how and trade secrets; strategies; designs; plans; specifications; reports; customer lists; price lists; studies; computer software and code; databases; ideas; employee information; information about business partners, suppliers and service providers; or any material which contains or is generated from any such confidential information
- 1.5. "Consequential loss" means, in relation to a breach of these terms and conditions, any indirect loss or special damages resulting from such breach, including but not limited to loss of data, loss of profit, loss of revenue, loss of contractual opportunities, or loss of goodwill, regardless of whether or not the party committing the breach knew or ought to have known that such loss or damages would be likely to be suffered as a result of their breach
- 1.6. "End Product" means a defined end product to be created and produced by Jago in the format(s) chosen by the Client as part of or pursuant to the services provided by Jago
- 1.7. "Intellectual property" means rights to or in any patents, designs, copyrights, database rights, trade secrets, know-how, confidential information, trademarks (whether registered or unregistered), company names, trade names, domain names or any other rights, licences or pending applications for the registration of any such rights, anywhere in the world
- 1.8. "Pre-existing intellectual property" means any intellectual property which Jago owns or has rights to and which may be used to provide services and/or produce an End Product
- 1.9. "Prime rate" means the rate of interest charged by HSBC Bank on overdraft facilities offered to its private clients
- 1.10. "Underlying work" means any component or element included in or used to produce the End Product which includes but is not limited to

any drawing or design, module, composite, dialogue, effect, function, icon, image, layout, overlay, palette, sound, storyboard, symbol, template, underlay, vector or other work

- 1.11. These terms and conditions cover all projects, services and jobs undertaken for our clients, agreed in writing or by email.
- 1.12. These terms and conditions may only be added to or amended by Jago with prior written confirmation

2. Acceptance and binding agreement

- 2.1. By accepting Jago's quotation and through the Client's use of Jago's services, the Client agrees to be bound unconditionally by these terms and conditions. If the Client does not agree to be bound by these terms and conditions, they must immediately cease use of any and all of Jago's services.
- 2.2. These terms and conditions may be amended by Jago at any time. Any services rendered after the date of amendment will be subject to the amended terms and conditions and binding on the Client without further notice.
- 2.3. The Client acknowledges that no warranties or representations were made by Jago, its employees or any of its other duly authorised representatives regarding its services or any of the features or qualities of such services on or before accepting these terms and conditions.

3. Services

- 3.1. Jago will provide services to the Client in accordance with the briefs given to Jago by the Client as and when they are provided.
- 3.2. All briefs from the Client should be recorded in writing and must clearly set out all of the Client's requirements and expectations for the services to be provided or End Product to be delivered by Jago
- 3.3. Any changes to the Client's brief must be confirmed in writing, including any changes to the nature, scope and timing of the services to be provided or any previously agreed pricing
- 3.4. The Client must ensure all Client Material provided to Jago as part of their brief or otherwise is correct and accurate
- 3.5. Jago is not responsible for any error/omissions or other concerns in finalised content; the Client is responsible for final checks before sign off of all work
- 3.6. Jago may subcontract or delegate its obligations to a suitable subcontractor, however Jago will remain liable for the performance of any such subcontractor

- 3.7. Jago will not be liable for any loss or inconvenience caused to the Client as a result of any delay in providing services, where the delay is caused by:
 - 3.7.1. The Client not providing Client Material to Jago within agreed timescales
 - 3.7.2. The Client changing the brief or any instructions/decisions previously agreed with Jago
 - 3.7.3. The Client failing to pay any amount owing to Jago or otherwise breaching agreed obligations
 - 3.7.4. The failure of a contractor nominated by the Client to deliver any service, good or licence required for the performance of Jago's services
- 3.8. Where an appointment is missed without previous agreement, the Client forfeits this session. The Client must provide at least 48 hours' notice in order to reschedule an appointment; all rescheduling is at the discretion of Jago
- 3.9. Any changes to the pricing previously agreed by both parties which is caused by a delay which is outside the control of Jago will form a part of the Client's account
- 3.10. Any video content produced by Jago will be made available for download by the Client. This will remain available for 3 months from the date of sign-off, at which point it will be removed. The Client is advised to retain their own copies of this content on an external hard drive for future use.

4. Fees and payment

- 4.1. All quotations issued by Jago are valid for 30 days. Once a quote has been signed and accepted by the Client, any additional work or services required by the Client will be quoted for and charged separately.
- 4.2. A 50% deposit on the total cost of the project is required before any work commences
- 4.3. The remaining 50% of the total cost of the project is required before the End Product may be handed to the Client
- 4.4. For Monthly Retained work, 100% of the fees will be required upfront and will be non refundable.
- 4.5. All fees quoted by Jago will be exclusive of VAT and any third party disbursements or expenses incurred by Jago on the Client's behalf
- 4.6. All amounts due to Jago must be paid by the Client within 5 working days of the date of the invoice
- 4.7. All payments must be made by electronic transfer into Jago's designated bank account; funds will only be deemed to have been received once they are cleared in the account.
- 4.8. Stock images and their associated costs are not included in any cost estimate and will form a part of the Client's account. Any image signed off by the Client for use in their project will then become the sole liability

of the Client. Jago will advise the Client as to where the image has been sourced from, but once the Client has signed off the design the image and its licence is transferred to the Client

- 4.9. In the event the Client fails or refuses to pay any amount due to Jago by the due date, Jago is then entitled to:
 - 4.9.1. Immediately suspend or cease any further services to the Client
 - 4.9.2. Charge interest on the overdue amount at the prime rate from the date that payment was due to the date payment is made, with both days included. Such interest will be calculated daily and compounded monthly during the period that payment remains due

5. Ownership of intellectual property

- 5.1. *Pre-existing intellectual property.* All intellectual property which is owned by Jago or in which Jago has rights, including any underlying works, will remain the sole property of Jago and no rights or licences to use such pre-existing property will be conferred on the Client unless expressly agreed in writing.
- 5.2. *Client Materials.* All intellectual property in the Client Materials which is owned by the Client or in which the Client has rights, will remain the sole property of the Client. The Client hereby grants Jago a non-exclusive, worldwide, royalty-free licence to use, copy or adapt Client Materials for the purposes of providing services or delivering an End Product to the Client. By agreeing to work with Jago, the client agrees to Jago being able to share and publicise the work it does.
- 5.3. *New intellectual property.* Unless otherwise agreed in writing between the concerned parties, all intellectual property created by Jago or an employee, agent or subcontractor of the Service Provider in the course of providing the services or producing the End Product for the Client, including any underlying works, will vest in Jago upon creation. It is expressly acknowledged and understood by the Client that, upon payment of all amounts due to Jago for any services provided or End Product produced, the Client will enjoy a non-exclusive, worldwide, perpetual licence to use the End Product and underlying works for the agreed purposes recorded in the Client's brief, and for no other purpose and in no other media without the prior written consent of Jago.
- 5.4. *IP warranty and indemnity.* Both parties warrant that no aspect of any intellectual property created, licenced or provided by either of them in connection with any services, End Products, underlying works, or Client Materials under this agreement will infringe any intellectual property rights or other proprietary rights of any third party. Each party indemnifies the other, at its own cost, against any costs, damages, and legal fees finally awarded in any legal proceeding arising from any claim

for the infringement of any third party intellectual property rights, provided that the indemnified party notifies the indemnifying party of such claim within ten days of obtaining knowledge of it.

6. Marketing

- 6.1. The Client consents to Jago using its name, trademarks and a description of the services provided under its agreement in any marketing material or proposals, which Jago may wish to submit or distribute.

7. Limitation of liability

- 7.1. No party will ever be liable, whether in contract, delict or otherwise, for any consequential loss arising from any breach of these terms and conditions
- 7.2. Jago's total liability for any direct damages or loss, whether in contract, delict or otherwise, arising from the provision of any services or the delivery of any End Product to the Client, will never exceed, in aggregate, the total amount of fees payable to Jago by the Client for such services or End Product.

8. Non-solicitation

- 8.1. During the Term of contract and for one calendar year after any termination of a contract, the Client will not directly or indirectly, on the Client's own behalf or in the service or on behalf of others, in any capacity induce or attempt to induce any officer, director or employee to leave the Company.

9. Penalties

- 9.1. Jago reserves the right to monitor the scope of the project and charge for design and development hours should the initial allocated project time be exceeded
- 9.2. Changes to the brief, or fluctuations in scope, could result in a revised cost estimate
- 9.3. On the condition of an approved and completed project, Jago reserves the right to remove the project from the public domain should payment not be forthcoming
- 9.4. Should a project for any reason whatsoever come to an end or be put on hold indefinitely, all payments made are nonrefundable to cover Jago's expenses

- 9.5. Should requested information, which usually takes 1 to 5 days, not be provided for a period of 2 months, the project will terminate and all payments will be kept to cover expenses incurred
- 9.6. Should the Client's inaction hold up the project, the Client will be billed 5% of the total project fee for every 7 working days that the project is delayed
- 9.7. Should the Client wish to cancel a project, a rejection fee of 100% will be instituted on agreement

10. General provisions

- 10.1. The agreement constituted by these terms and conditions is the entire agreement between the parties
- 10.2. No amendment or consensual cancellation of these terms and conditions and no settlement of any disputes, extension of time, waiver or relaxation or suspension of any of these terms and conditions will be binding unless recorded in writing and signed by both parties
- 10.3. If any term or condition contained herein becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, the legality, validity or enforceability of the remaining terms and conditions will be affected or impaired
- 10.4. These terms and conditions are governed by laws of the United Kingdom. Both parties consent and submit to the jurisdiction of any Magistrate's Court having jurisdiction over their person for the purposes of any legal proceedings arising from or in connection with these terms and conditions
- 10.5. Should it be necessary for Jago to institute action against the Client for any reason, and in so doing, Jago incurs legal costs, then the Client shall be liable to Jago for all legal costs, including VAT where charged
- 10.6. Signing off the Cost Estimate constitutes a binding contract. This includes affirmation on a voice call or email
- 10.7. The signatory to these terms and conditions warrants that they are duly authorised by the Client to act on its behalf in signing, and should they not have such authority then, without prejudice to such rights as Jago may have at law, the signatory shall be held personally bound to this agreement

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