

## **Frank & Brown terms and conditions**

We are straight with the people that we deal with; that is the number one condition. We believe that all working relationships with customers, partners and suppliers have to be direct, open and above all, Frank. If there is doubt or confusion it creates tension, undermines performance and erodes the value for everyone involved. We believe that too many consultancy arrangements fail through lack of transparency, vagueness about objectives and fees that struggle to be justified. We have tried to give you even more clarity by setting out our terms and conditions below – if you have any questions, then contact us.

### **Information**

To help ensure that written work, design, production and media that we over see and produce are correctly targeted the client will give us (Frank & Brown, henceforth called the Company) a clear and precise brief (in writing if so requested by us). Clients will make available to us all information relevant to our brief and give us such co-operation as we shall reasonably request – i.e. work in partnership with us. Clients will ensure that at all times all the facts given to us about their products or services are accurate and in no way misleading. Clients will inform us without delay if they consider that any claim or trade description in any copy, statement or advertisement submitted to them by us for approval is false or misleading in relation to their products or to their services.

### **Additional instructions or change in brief**

If client's original instructions are varied in any way during the course of a commission, this almost always means extra work and added tension. A fee on a time cost basis for the additional work will be chargeable and discussed accordingly.

### **Miscellaneous expenses**

These include travel, hotel, out of pocket expenses and long distance telephone calls, which will be charged to the clients.

### **Payments**

Accounts may be rendered on completion of the work or at intermediate stages and payment of each invoice regarded is due within 15 days may be charged to the client.

### **Termination of contract or appointment**

Upon the premature cancellation of any agreement by the client, the company is entitled to payment for services in relation to the time and expenses involved. The fundamental principles on which the client-agency media financial arrangements are based are:  
(a) that the agency shall finance its own service but not the advertising of its client  
(b) that, as a principal at law, the agency is held by media as solely liable for payment. It is therefore essential that the Agency is paid by the client in time to pay the media. We reserve the right at any time to require before placement, payment of the cost of any advertisement, print order or design to be placed by us. Queries resulting in agreed adjustment to the invoice will be made on the following month's invoice.

If the client fails to adhere to these terms of business and because of this failure we pay any surcharge then the amount of the surcharge will be paid by the client.

Where a third party contractor requires payment in advance or at various stages during the course of his subcontracted work, the client will pay the invoices for such payments

immediately upon presentation. Our rights, duties and responsibilities shall continue in full force during the agreed period. We shall be entitled to receive our regular fees during the agreed period of notice, even though material other than that prepared by us may be used. We will continue to invoice the client for all other advertising materials and services authorised by the client which we will provide and perform and all service fees agreed. If however, the client wishes to place advertising direct or through another advertising agency during the agreed period of notice the client may do so provided that the client pays us a sum equivalent to the remuneration which we would have been entitled to receive had we placed the advertising under the agreement.

### **Media**

The schedule of payment or prepayment for advertising space is completely at the discretion of the company. A charge will be made if, after booking, any of the advertisements in a schedule are cancelled. Voucher copies or certificates of advertisement will not be supplied unless specifically requested by the client in writing.

### **Client's property**

Client's property and all property supplied to the company by or on behalf of the client will be held, worked on and carried at the client's risk.

### **General lien**

Without prejudice the company shall in respect of all unpaid debts due from the client have a general lien on all goods and property in their possession and shall be entitled after the expiration of 14 days notice to dispose of such goods and/or property as they think fit and apply the proceeds towards such debts.

### **Legal liability**

The company shall be indemnified by the client in respect of any claims, cost and expenses arising out of any libellous matter designed on the client's instructions or any infringement of copyright patent or design thereof. We act in all our dealings with third parties as a principal at law. The rights and liabilities between the client and ourselves will correspond to those between us and the third parties with whom we deal on the client's behalf.

The client will indemnify the company against all claim costs liabilities and damages arising in connection with any material prepared by us and approved by the client (including without limitation any claims, costs, liabilities and damages for the omission or mis-statement therein of any statement or particulars required pursuant to statute).

The company shall not be liable for any indirect loss or third party claim occasioned by delay in completing the work. In the event of any contract (written or oral) between the company and the client being suspended or cancelled by reason of conditions arising from act of God, strikes, war, lock-outs, national emergency, fire, flood, drought, shortage of fuel or power, or any other cause out of the control of the company, the company shall be entitled to payment for work carried out and expenses incurred up to date of such suspension or cancellation, furthermore the company shall not be responsible for any loss or damage caused as a result of such suspension or cancellation.

### **Change of name**

In the case of persons named in these terms of reference being unable to carry out the said performance of work, the company shall retain the right to nominate other persons to fulfil the role carried out in this contract.

#### **No formal estimate sent**

Where no formal estimate has been asked for, the client will be charged on a pro rata basis for services in relation to the time and expenses involved.

#### **Law**

These Conditions and all other express terms of the contracts shall be governed and construed in accordance with the Laws of The United Kingdom.

#### **Cost Variation**

Estimates are based on the current costs of production and are subject to amendment by the company on or at any time after acceptance to meet any rise or fall in prices.

#### **Value Added Tax**

The company shall be entitled to charge any VAT payable whether or not shown on the estimate or invoice.

#### **Preliminary work**

Work carried out, whether experimental or otherwise, at the client's request will be charged.

#### **Print, design, photography, advertising, video and event management**

Where an estimate or invoice includes the cost of design, printing or any of the other services that the Company manages on behalf of clients this price is subject to the different factors affecting that specific medium and industry. Where the estimate or invoice includes the cost of an exhibition contractor, the price and delivery is subject to his/her normal conditions of sale and trading terms.