

Terms and Conditions

1. Fee Structure

All fees are based on the time required to execute a project. All hours are charged at a flat rate. Exceptional travel time (for instance to interview personnel on customer premises) will be charged at the normal project rate.

Fees may be structured in one of three different ways according to varying project needs. The fee structure will always be agreed in advance.

The simplest method is for fees to be calculated according to actual time spent at an agreed hourly rate. Time totals will be gathered together at the end of each month in the life of a project and an invoice issued. When a project is completed within a calendar month the final invoice will be issued immediately following approval of delivered materials or at the end of agreed activity.

Alternatively when a project is scheduled to run over an extended period an estimate may be made of time required and a monthly fee established, invoiced at the end of each calendar month.

Finally it may be appropriate to agree an overall fee in advance. For projects completed within a calendar month this will be payable on completion; for projects run over several months there should be a staged payment sequence. Normally this would involve invoicing 30% of the total at the beginning of the project, 40% at its mid-stage, and 30% on its completion. Alternatively a monthly invoice reflecting actual time may be issued, building up to the total estimate.

When fees are agreed in advance the time basis for the estimate will always be made clear. If for whatever reason in the course of a project the total time required looks likely to exceed the estimate by more than 10% then options will be discussed and where appropriate a supplementary fee agreed.

2. Rates

All project fees are estimated and charged at an hourly rate of £70. This is not negotiable: I only have a limited amount of time to sell, and so do not give discounts for volume.

Note that this is my current rate. I reserve the right to modify that rate at any time before starting a new project.

Estimates are provided for client budgeting, but in practice, and allowing for the 10% margin discussed above, final fees are based on actual time spent. If a project takes less time than the estimate I will only charge for that time. All hours are recorded on a daily basis, and available for client inspection where required.

3. Expenses

All bought in services (such as photography, design, print, distribution, couriers etc) will according to industry practice be charged with a 17.65% administrative fee.

For major costs such as print it will almost certainly be in everyone's interest for the supplier invoice to be addressed directly to the client, in which case no administration fee will be incurred.

In addition research materials, entertainment, subsistence and travel expenses where the unit cost exceeds £50 will also attract a 17.65% fee to cover financial administration. Elements in the latter category with a unit cost below £50 will be charged nett.

Day-to-day telephone, fax, photocopying, stationery and postage costs are covered by the hourly fees. However, extensive international faxing, postage, data transfer or use of on-line research resources will be charged like any other bought-in cost.

4. Invoices

Unless agreed otherwise invoices will be issued on the completion of the project.

Any incurred cost will be invoiced at the end of the month in which the supplier invoice is received, or on the completion of the project (whichever is sooner).

All invoices are issued on 30 day payment terms.

5. Contracts

Wherever possible, a written form of agreement or purchase order should be issued for each project.

In practice the creative services business does not always work this way. My client relationships tend to be continuous, and where a client does not use a formal purchase order system instructions to proceed with a project may be frequently passed over a telephone.

Like most suppliers I am prepared to work on this "trust" basis, but clients should be aware that any evidence of work carried out coupled with correspondence on the project can support a claim of contractual obligation.

6. Copyright

Unless explicitly agreed as part of a contract, copyright will remain with material originators.

This is relevant to all written material, but will also apply to any commissioned photography. Clients should take care to ensure that they have considered the future use of any items and negotiated a clear agreement on copyright ownership.

7. Confidentiality and conflicts of interest

If a potential conflict of interest or confidentiality issue arises existing clients will always be consulted about their preferred course of action. Generally speaking I would not expect to work simultaneously on projects where there was even *potential* conflict of interest, and never without the explicit consent of all parties.

All information given in confidence will continue to be treated in confidence so long as it remains out of the public domain. In most instances clients will have to rely on my good faith here, with the comfort that it would not be in my long-term interest to breach past client confidences: this is not the way to secure necessary future trust.

Unless dealt with under separate negotiation, when contracted to intermediate consultancies or agencies I would expect to be bound by any confidentiality agreements they have drawn up with their relevant clients.

8. Termination

If either party wishes to terminate an agreement before the completion of the project 30 days' written notice must be given.

Clients will be liable for projected fees in that period (calculated on a pro-rata basis), while any work planned for that period will also be completed.

Paul Brasington
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