



TERMS OF BUSINESS

This document (available at www.social-change.co.uk) is to be viewed by all involved parties as a binding and insoluble contract in agreement to the terms stated below. After starting any job with Social Change UK and its associated companies to proceed with the creation of the service's/product's as discussed.

Definitions and Interpretations

CHARGE means the total project cost shown in the quotation or proposal.

CLIENT means the organisation named on the quotation or proposal for which has agreed to provide the service in accordance with these conditions

CONTRACT means the contract for the provision of a service.

DOCUMENT includes in addition to a document in writing any questionnaire, map, plan, graph, drawing photograph, or other visual, any film, negative, tape or other device embodying any other data.

SERVICE means the service to be provided by Social Change UK for the client and referred to in the quotation/ proposal.

ESTIMATE is any price given by Social Change UK for an element or programme of work.

Terms and Conditions

These terms and conditions shall govern the contract between Social Change UK and (2) the client. Social Change UK may agree modifications to these terms but such modifications must be in writing signed by Social Change UK and cannot be inferred from a course of behaviour. A contract shall be made when Social Change UK accepts instructions or an order from the client in respect of a programme of work which will usually be further to the submission of a proposal by Social Change UK (the Contract).

1. Scope of Contract

A) Social Change UK provides a range of marketing services including (and not limited to) brand development and advice, marketing research and analysis, stakeholder engagement and delivery, training and development and marketing planning and development and : -

(i) will on request tender for such work and/or;

(ii) will provide such advice with reasonable skill and care in accordance with a brief agreed in writing as part of a programme of work (the service)

B) In the event of an unsuccessful pitch the client will not use any designs, documents, concepts, ideas or information supplied as part of the pitch and will return any materials to Social Change UK.

C) If the client shall have any complaint about the quality of the service or goods provided then notice shall be given to Social Change UK within 7 days of delivery. In the absence of such notification the client shall be deemed to have accepted the supply.

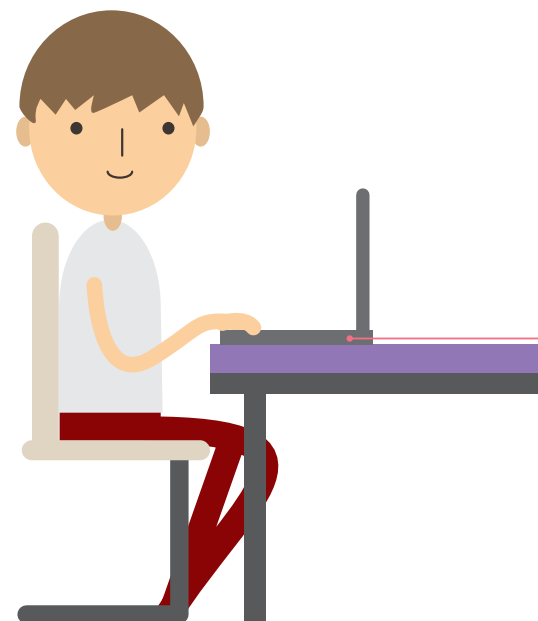
D) It is the practice of Social Change UK to maintain computer records of its work following the completion of a project but it is not required to do so unless this has been expressly agreed as part of the service.

2. Clients duty

- A)** The client shall be solely responsible (at its own expense) for providing Social Change UK with all necessary information concerning its goods and services, the market, any relevant legal and regulatory controls, and generally. Social Change UK will not be responsible for any shortcomings in such information.
- B)** The client agrees to indemnify Social Change UK and keep the agency indemnified and hold the agency harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided. The agency is not liable for any loss that may occur before, during or after the development of projects undertaken. The agency will not be held responsible for any delays, errors or losses arising from any third party other than that arising from negligence.
- C)** The client shall be responsible for providing all necessary permissions, licences and consents which may be required for the provision of the service unless Social Change UK has expressly agreed in writing to do so.
- D)** The client shall be solely responsible for any other requirements as are indicated to be provided by it in the agreed programme of work.
- E)** The client will treat Social Change UK staff and subcontractors with respect and consideration at all times and can expect to be treated in the same manner.

3. Delivery

- A)** The delivery times of the service stated by Social Change UK are reasonable estimates and Social Change UK shall not be responsible for any delay that is not directly attributable to the fault of Social Change UK. Time is not of the essence of the contract unless Social Change UK expressly and in writing agree otherwise.
- B)** The client recognises that for Social Change UK to perform the service and meet any agreed delivery times (including where appropriate, the placing of advertising) then the client must respond to any enquiries or requests from Social Change UK in a timely fashion to include the signing off and approval of materials submitted to it and the giving of instructions as requested.
- C)** At the end of each stage of the process (including - but not limited to - before sending an item to print or publishing a website etc.) the client will need to 'sign-off' their approval either in person or by email.
- D)** *PRINT WORK:* Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g. the agency printer, the client's printer, the image setter, the monitor etc. will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc.) used, individual preferences (ambient light, personal computer settings etc.) and several other reasons. As a result of this any agency is unable to guarantee 100% consistency and accuracy of colour on all items. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used. However as long as the client accepts there may be inconsistencies across work produced, this step may not be necessary. Social Change UK does not accept any responsibility for colour variations as a result of these indeterminate factors although we fully consult with you to ensure your expectations are managed correctly.
- E)** We recommend that clients use our preferred suppliers for print and this enables us to provide competitive quotations and to ensure high quality and service is maintained until delivery of the final product. We always seek a number of quotations from our trusted print suppliers and provide a complete management service: from print-sourcing to print-liaison to proof checking. Although clients are not contract-bound to use Social Change UK to provide this service, it is highly recommended for quality control and peace of mind. If a client prefers to use their own



print supplier, Social Change UK will simply provide artwork directly to the client to manage and forward, and will be unable to monitor, advise or take any responsibility for the process or final output.

4. Contract prices/title

- A)** The contract price includes:
- i) All that is included in the client proposal minus reasonable expenses (unless otherwise stated in the proposal) and value added tax (VAT).
 - ii) Social Change UK envisages that it will provide to the client a reasonable amount of assistance on study design, analysis and interpretation in connection with the preparation of the estimate and the provision of the service, but any extra consultation required by the client during the preparation of the estimate or the provision of the service, and all consultations after the service has been completed, will be charged at the appropriate daily rates for the personnel of Social Change UK involved.
 - iii) Unless agreed otherwise in writing the contract price will make provision for up to two sets of author's corrections and further corrections shall be charged for as additional work.
 - iv) All costs for any subcontracted services (unless Social Change UK has agreed otherwise in writing plus a reasonable management charge)
- B)** Any estimate of the whole or any part of the contract price shall remain valid for three months and is given in good faith and shall be treated as an estimate only and all errors and omissions shall be accepted.
- C)** Payment of the contract price shall be made in pounds sterling within 14 days of the date of invoice and without any set-off or counterclaim (save where such claim is based on fraud). Social Change UK shall be entitled to charge interest on overdue sums thereafter at a rate of 3% per annum above the base rate for the time being of its bank.
- D)** Title to or licence to use any property or intellectual property forming part of the service shall pass to the client only when the full contract price for the service has been paid.
- E)** Where the contract is quoted in stages then each stage shall be under these conditions and Social Change UK shall be entitled to be paid 50% of the estimated contract price for each stage in advance.
- F)** For new business, Social Change UK may at its discretion invoice up to 100% of the total estimated fees and/or costs in advance and will not commence work until this has been settled.
- G)** Social Change UK reserves the right to withhold final delivery of work until all the fees and expenses have been settled in full.
- H)** All approved third part costs will usually be invoiced prior to commissioning and Social Change UK reserves the right to wait until such costs have been paid before commencing project work or booking third party services (as appropriate).
- I)** Social Change UK reserves the right to retain any property belonging to a client that has been provided for the purpose of project work and/or any materials produced for the client as part of the service whilst any part of the contract price is outstanding.
- J)** Advertising costs charged to the client will be the amount charged to Social Change UK by the advertising medium plus a reasonable handling fee.
- K)** Social Change UK may for an extra fee and at it complete discretion grant the client an extended usage licence to use its intellectual property in the final design beyond that included as part of the service



5. Intellectual property

A) The copyright of Social Change UK and/or its subcontractors in literacy, musical, and artistic work (including specifications, designs, drawings, illustrations, texts, scores, photographs, films and music whether scored or displayed physically or electronically and on whatever medium) and design right in designs and goods (the intellectual property) forming part of the service belongs to Social Change UK and is hereby asserted and the client is licenced to use intellectual property forming part of the final design solution selected for implementation for the purposes of the contract under which it was supplied only.

B) Unless Social Change UK have expressly agreed otherwise in writing the licence of the intellectual property shall be royalty free (save for the contract price) personal to the client, restricted in usage and duration by reference to the proposed purpose of the project as determined from the brief and detailed in the programme of work and non exclusive.

C) If requested, Social Change UK will provide the client with end-artwork in its final form (e.g. print-ready PDF; DVD master; outlined EPS file etc.). However Social Change UK does not by default provide clients with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) or any working or development files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with Social Change UK for non-exclusive future use. In line with our Open Policy, we are however happy to provide these files if you want/need them under the licence.

D) Reservation of technical and artistic concepts: Social Change UK will not infringe the client's rights in the final design but reserves exclusive right to use all other designs, software, concepts, ideas or intellectual property developed during the course of the service.

E) Multi Designs: If more than one design is chosen by the client and this was not provided for in the agreed brief for that service, an additional fee may be payable by the client.

F) Subcontractors Intellectual Property: Social Change UK will use all reasonable endeavours to secure the relevant intellectual property rights of its subcontractors. Clients are reminded that illustrators usually retain ownership of the original illustration and may demand its return undamaged although this should not restrict the client's use of any illustration within the negotiated usage terms.

G) Originality: Social Change UK warrants that its own work is original and that it will not knowingly or negligently infringe the rights or intellectual property of a third party but (unless expressly agreed to the contrary) it is under no obligation to make any enquiry in this respect and it shall have no liability to the client in respect of any infringement or alleged infringement of intellectual property or passing off.

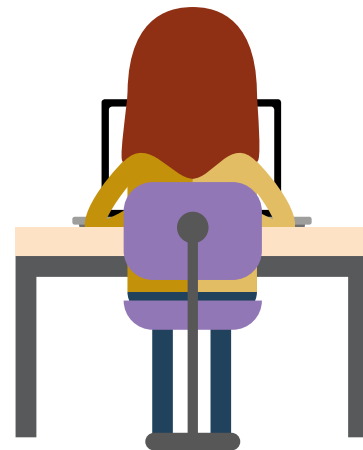
H) Further assurance: Social Change UK will on demand and at the cost of the client execute such documents and do such things as are necessary and reasonable to give effect to this clause.

6. Cancellation of Contract

A) The client shall be entitled to cancel the service at any time upon 30 days notice and there upon shall immediately pay to Social Change UK all fees due up to cancellation and all disbursements which cannot be cancelled.

B) Following cancellation and subject to payment to Social Change UK of all sums due to the client shall be entitled to select and will receive title and intellectual property rights in accordance with clause 5 in one of the designs that have been presented to the client prior to the date of termination.

C) Social Change UK shall be entitled to terminate the contract if any part of the contract price (on any work undertaken for the client) is outstanding (but not formally disputed) 30 days after the due date if the client shall go into liquidation, receivership, or equivalent (or if proceedings are issued in relation thereto) or if it shall enter into an agreement with its creditors or if the client is in material breach of any terms of the contract with Social Change UK.



7. Duty of Confidentiality

Each party will use its best endeavours to preserve the confidential information of the other and will comply with the others reasonable requirements in this regard. The client recognises that Social Change UK methods of working and pricing structures are proprietary and are not generally in the public domain.

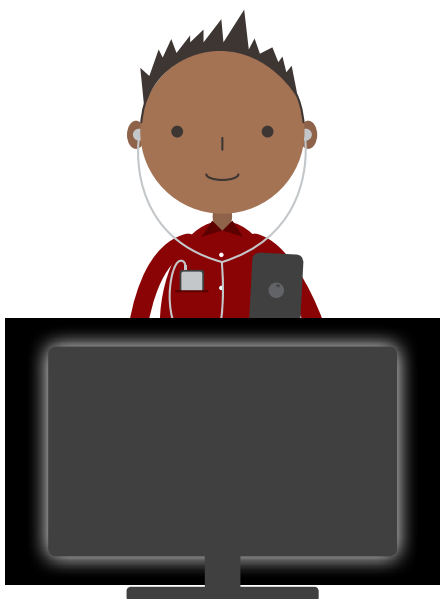
8. Limitation of Liability

- A)** The liability of Social Change UK under the contract or in tort (other than in respect of death or personal injury) shall not exceed the greater of the sums paid by the client under the contract or such sum as shall be receivable by Social Change UK in respect of any claim under any insurance policy effected by Social Change UK from time to time.
- B)** Social Change UK shall not be liable for any indirect or consequential loss (including loss of sales, profit, loss of production, goodwill/reputation, or packaging or distribution costs).
- C)** If the service includes the provision of subcontractors who Social Change UK is satisfied are reasonable professionally competent, Social Change UK will not be responsible for any default of any third party or subcontractor, manufacturer, or supplier but will give all reasonable assistance to permit the client to enforce its rights against them to include assigning all of its rights to the client.
- D)** Where an error is found in delivered work that is the responsibility of Social Change UK then the liability of Social Change UK shall be limited to correcting or replacing (as appropriate) the work.
- E)** Social Change UK warrants that it maintains such insurances as are reasonable and normal in its industry.
- F)** Social Change UK shall not be responsible for any errors apparent in artwork, copy or proofs that have been signed off by or on behalf of the client.
- G)** Social Change UK shall not be responsible for any failure to perform the services which are attributable to matters outside of its reasonable control.
- H)** The client warrants that it has all necessary rights to enable Social Change UK to work on materials and information provided by it to Social Change UK in connections with the service and indemnifies Social Change UK against all costs, claims and liabilities if this is not the case.

9. Hosting and Further Work

- A)** Social Change UK do not allow any of the following on sites hosted by them:
- Any material which is or might (in the opinion of Social Change UK) be illegal, or unlawful. It is the client's responsibility to verify whether the content violates any law or other national and international controls including inter alia relating to the collection, storage and use of personal data.
 - Any content which infringes any patent, trade mark, trade secret, copyright, or other propriety right.

B) Social Change UK reserves the right (and will have no liability for any consequence thereof) to immediately suspend for any period of time (or after consultation with the client to terminate the hosting) any site hosted by or on its behalf if in its opinion there is displayed on the site anything that is offensive, harmful, threatening, abusive, of an adult nature, in breach of any law or third party right, defamatory, obscene, vulgar, invasive of another person's privacy, hateful, racially or ethically unacceptable, disruptive or in any way whatsoever contrary to what Social Change UK considers to be good, lawful and ethical business practice. The opinion of Social Change UK with regards to such matters shall not be challenged provided that it is reached having regard to its own contractual obligations and also having applied the highest



standards of acceptable behaviour in relation to its use of the internet and where Social Change UK exercises its rights in this regard then it shall inform the client as soon as reasonably possible and provide an explanation for the action it has taken.

C) Social Change UK shall not be responsible for the actions of the internet service provider who hosts a client's site notwithstanding that Social Change UK may have an ongoing responsibility to manage the relationship with that internet service provider with a view to maximising the accessibility of the site.

D) Website Updates & Site Maintenance: These are charged at £40 ex vat per hour (or part thereof) for all design and development. If you want to introduce new material in the form of extra pages, additional functions, or more information than is already available on your site, this must be paid for as a new job.

10. Publicity

A) Once the service is in the public domain Social Change UK shall have a right to reasonable publicity. Details of the working relationships between and the client will be posted on the UK website and may be used in marketing Social Change UK using any medium.

11. Data Protection

A) The client warrants to Social Change UK that the client has and shall at all times maintain and comply with all necessary registrations under the data protection Act 1998 and that all material and any other information provided by the client to Social Change UK shall at all times comply with the requirements of that Act.

B) Social Change UK will not at any time or in any manner, either directly or indirectly, use for our personal benefit or divulge, disclose or communicate in any manner any information that is proprietary to the client. We will act reasonably to protect such information and treat it as strictly confidential. We adhere closely to Data Protection laws and we have our own strict internal policy to enable us to do this.

C) Social Change UK will ask respondents (during research) for permission to recall them as necessary, in compliance with the Data Protection Act, for the purpose of quality checking or other requirements.

12. Restrictions

The client agrees that whilst Social Change UK is providing services to it for a period of six months thereafter it shall not:-

A) Approach any other employees of Social Change UK regarding the possibility of them providing services directly to the client independent of Social Change UK.

B) Engage or employ or offer to engage or employ an employee or former employee for the provision of services that Social Change UK are capable of providing.

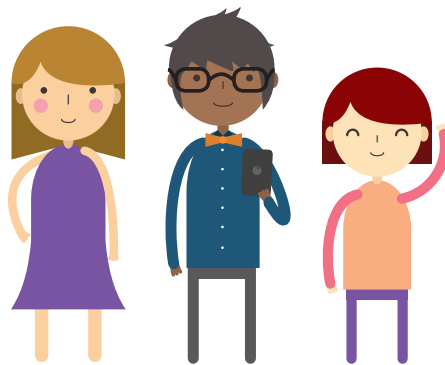
C) Contact directly with the subcontractor of Social Change UK who have been associated with the provision of the services to the client.

13. Legal

A) The contract shall be subject to English law and under the non-exclusive jurisdiction of the English courts.

B) Social Change UK is the trade name of Social Change Ltd Company Number 7140238).

C) Any of these provisions which may be unenforceable shall (to that extent) be severable.



Social Change UK

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