

VENDOR CONTRACT

STORIES
STUDIO



STORIES STUDIO IS PLEASED TO SET OUT THEIR TERMS AND CONDITIONS, WHICH WILL APPLY TO THE WORK WE DO FOR YOU. THESE TERMS AND CONDITIONS AND THE QUOTE/PRODUCTION ESTIMATE SUPPLIED TO YOU FORM THE CONTRACT BETWEEN US FOR THE PROVISION OF STORIES STUDIO'S SERVICES.

THE ROLE OF STORIES STUDIO

Stories studio is pleased to set out their Terms and Conditions, which will apply to the work we do for you. These Terms and Conditions and the Quote/Production Estimate supplied to you form the contract between us for the provision of Stories Studio's services.

1.1. THE SERVICES:

- Stories will provide the services described in the Quote/Production Estimate as presented. As an assignment develops, it may be that the scope of the required work changes. Where this is the case, Think will seek to discuss it with you at the earliest opportunity in order to agree upon any variations to the scope of the Services and the Quote/Production Estimate, which may be necessary. Unless specified in the Quote/Proposal, we include 2 rounds of changes on all items following the presentation of an initial concept. Revisions briefed thereafter will be charged according to Stories standard day rate of £600 GBP.

1.2. INFORMATION

- To maximise our Agency's effectiveness we must work with you as a team. Often Stories work will be dependent on you (or your other advisers) providing information promptly. To avoid unnecessary verification, Stories will assume all information you provide is complete and accurate unless you tell us otherwise.

1.3. INCIDENTALS

- Couriers or printed proofs from external printers if required, to be charged to the client.

1.4. TERMINATION

- Should you wish to terminate the contract after the commencement of work, the deposit is non refundable and you will be invoiced for work already completed.

1.5. FORCE MAJEURE:

- Stories studio shall not be liable for any delay or failure to perform their obligations where such delay or failure to perform arises from circumstances outside Stories reasonable control.

2.1 PAYMENT TERMS:

Invoices shall be settled by bank transfer into Stories studio's nominated bank account within 14 days of the date on the invoice unless agreed otherwise. Stories studio retain ownership of all work until full payment has been made.

2.2. OTHER SPECIALIST SERVICES:

Stories studio's estimate is exclusive of third-party costs such as photography, illustration, video production, sound recording etc unless otherwise included in the estimate. Stories studio may, unless you instruct us otherwise, seek such specialist services on areas outside our expertise. The costs of such services will be passed on to and will be quoted accordingly.

3.SCOPING:

In most cases, Stories studio will provide a scoping document which details the functionality in the work we do for our clients, this includes but is not limited to a website, application or marketing campaign. Where the client signs and approves this scoping document, any changes beyond the scope will be handled as a new update and priced accordingly.

4.CONTENT:

It is your responsibility to provide us with the required information about your business and marketing objectives. Stories Studio takes no responsibility for errors in content supplied by you. Any changes thus incurred may be chargeable at standard rates. Unless specified otherwise, it is your responsibility to provide all necessary text and graphic materials that make up the content of the work. All content must be supplied in a suitable digital format unless agreed otherwise beforehand. Images should be supplied as jpeg, gif, tif, png or psd format. Text should be supplied as a Microsoft Word document. Failure to supply material in an easily accessible format may result in additional cost being incurred for retyping text. Where the content which is provided is in a form where a significant amount of copy writing is required, a further charge may be made.

4.2. Information for charts, graphs, and infographics to be supplied in Excel. If we are required to retype large amounts of content, then additional costs may be incurred.

4.3. Client supplied images should always be high-res images at 300DPI for print purposes. If they are solely for use on the web, then lower resolution images are acceptable. Stories Studio will assume that all images supplied to us are owned by the Client or have been purchased from stock libraries and are licensed to the client for use. We cannot use images taken from Google.

4.4. If you are using images of children that you have taken, then we will assume that you have been given the permission to use these images.

4.5. You grant Stories studio permission to utilise logos and any other company identity for the purposes of creating the project. You agree to indemnify Stories studio from any and all claims arising from your negligence or inability to obtain proper copyright permissions for all content supplied.

5.CONFIDENTIALITY:

Save as required by law, Stories Studio will keep your documents and affairs confidential at all times, unless you permit disclosure or the relevant circumstances are already in the public domain. Stories may, however, disclose your documents and affairs to:

- (i) your other service providers as you inform Stories studio are involved in any assignment on which Stories Studio is instructed;
- (ii) Stories studios affiliates or related parties; and
- (iii) any other service provider to whom Stories Studio may properly delegate aspects of any assignment in order to provide a full range of services to you.

6.INTELLECTUAL PROPERTY: :

6.1. Freedom to use Ideas and IP: Stories Studio may develop or use any ideas, concepts, source code, information in any of the materials provided to you (in whatever form) not developed to final stages during the course of providing services to you.

6.2. Ownership of Materials and Intellectual Property: All products, creative works, plans for designs, unique campaign ideas, slogans, copy themes, preliminary sketches, layouts, copy, artwork, production services, public and other marketing material (whether on paper, computer disk, by email or in some other digital format) accepted by Stories shall, upon you paying Stories Studio in full for the relevant materials, be your property, except to the extent that any intellectual property rights therein have been reserved by Stories studio.

6.3. Portfolio Rights. Stories Studio retain the right to showcase your project on their website and design portfolio for the sole purpose of promoting our work.

6.4. Working Files and Copyright. Think Creative Agency own the legal copyright of our working files. Working files are our intellectual property and this can be and not limited to design concepts, design elements, infographics, fonts and imagery. Working files are not released as part of our projects. If you wish to be supplied working files, then this needs to be requested and we will supply a quote for this release.

7.0. INDEMNITY:

7.1. All services may be used for lawful purposes only. You agree to indemnify and hold Stories Studio harmless from any claims resulting from your use of our service that damages you or any other party.

8.0. LIABILITY:

8.1. Our total liability to you in contract or in tort arising in connection with this contract shall not exceed the total price paid by you. We shall have no liability for loss of profits, business, revenue, goodwill or anticipated savings or for any other indirect or consequential loss.

9.VARIATION:

9.1. Variation: These Terms and Conditions (and/or the contents of any agreement to which they relate) may be varied or superseded at any time by agreement in writing between us. Any such variation shall not affect any rights or obligations of either of us that may already have accrued, unless otherwise specifically agreed.