

<b>APPLIES TO</b>	All clients
<b>POLICY</b>	Standard Terms & Conditions
<b>DATE LAST REVIEWED</b>	June 2024

Blake Mark Productions  
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blakemarkproductions.com

## Standard Terms & Conditions

### Definitions

"Agency": Refers to Blake Mark Productions Ltd, registered at 124 City Road, London, EC1V 2NX.

"Client": Refers to the individual or organisation entering into an agreement with the Agency.

"Services": Refers to the services provided by the Agency as outlined in the applicable Statement of Work (SOW).

"Deliverables": Refers to the work products specified in the SOW.

"Agreement": Refers collectively to these Terms & Conditions, the Master Services Agreement (if applicable), and any SOWs.

### Incorporation into Agreements

These Terms & Conditions are incorporated into all Agreements between the Agency and the Client and apply to all services unless explicitly overridden in writing.

### Client Responsibilities

The Client shall provide timely access to necessary resources, information, and approvals to facilitate the provision of Services. The Client warrants that any materials provided to the Agency do not infringe the intellectual property rights of third parties. The Client is responsible for ensuring compliance with any applicable laws or regulations concerning the use of Deliverables.

### Payment Terms

The Client agrees to pay all fees outlined in the applicable SOW or invoice. Payment is due within 30 days of the invoice date. Payments not received within 30 days of the due date are subject to interest at a rate of 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, plus a fixed charge as follows:

- £40 for debts up to £999.99
- £70 for debts between £1,000 and £9,999.99
- £100 for debts of £10,000 or more.

The Agency reserves the right to suspend Services in the event of non-payment beyond 30 days. The Client shall be required to pay a deposit ("Deposit") as detailed in the relevant service agreement or proposal either at the time of accepting the service agreement or proposal or within 14 days of acceptance. Fees for ongoing services may be adjusted annually upon renewal, with written notice provided to the Client in accordance with the respective Master Service Agreement

## Warranties and Disclaimers

The Agency warrants that the Services will be performed with reasonable skill and care. Except as expressly stated, all conditions, warranties, or representations, whether express or implied, are excluded to the fullest extent permitted by law.

## Intellectual Property

All intellectual property created by the Agency during the provision of Services shall remain the property of the Agency until full payment is received. Upon full payment, the Agency will transfer ownership of the Deliverables to the Client, except for third-party materials, which will remain subject to their respective licenses. The Agency reserves the right to display work completed for the Client in its portfolio, marketing materials, or on its website unless the Client explicitly requests otherwise in writing.

## Revisions and Additional Work

The client is entitled to revisions as specified in the applicable SOW. Any revisions or additional work outside the scope of the SOW will be billed at the standard hourly rate.

## Confidentiality and Data Protection

Both parties agree to keep all confidential information shared during the term of this Agreement private and secure. The Agency complies with applicable data protection laws, including the UK GDPR. A copy of the Agency's Data Protection Policy is available upon request.

## Termination

Either party may terminate this Agreement by providing 30 days written notice. The Agency reserves the right to terminate the Agreement immediately in the event of the Client's breach of these Terms & Conditions. Upon termination, the Client agrees to pay

for all work completed up to the termination date. In the event the Agency enters voluntary or compulsory liquidation, this Agreement shall terminate immediately, and the Client shall retain ownership of any completed Deliverables that have been fully paid for. For cancellation terms of specific services, including but not limited to monthly retainer plans, please refer to the respective Master Service Agreement.

## Liability

The Agency shall not be held liable for any indirect, incidental, or consequential damages arising from the provision of Services. The Agency's total liability under this Agreement shall not exceed the total fees paid by the Client for the Services.

## Subcontracting

The Agency reserves the right to subcontract or outsource any part of the Services to qualified third parties. The Agency remains responsible for ensuring the quality and delivery of subcontracted Services.

## Dispute Resolution

Any disputes arising from this Agreement shall first be resolved through good faith negotiations between the parties. If negotiations fail, disputes shall be submitted to mediation by a mutually agreed mediator. If mediation fails, the dispute may be referred to the courts as outlined in Clause 14.

## Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## General Provisions

This Agreement, together with the Master Services Agreement and any applicable Statements of Work, constitutes the entire understanding between the parties and supersedes any prior agreements or communications, whether written or oral, relating to the subject matter herein.

## Amendments to these terms

The Agency may occasionally update these Terms & Conditions. Any material changes will be communicated to the Client with at least 30 days' notice before they take effect.

Changes will not apply retrospectively. The latest version of the Terms & Conditions, along with the date of the most recent update, will be made available on the Agency's website or provided upon request. If the Client objects to any material changes, they may terminate their agreement by providing written notice within the 30-day review period.

## Documents Control

Version 2 – Updated June 2024