

Terms and Conditions

By engaging the services of TMC Strategic Communications you are accepting these terms and conditions, unless there is a separate Service Level Agreement or a further contract in place then these terms and conditions will be superseded; In addition acceptance of a quotation in writing (including via email) and or payment of deposit will be taken as confirmation of the following terms and conditions.

Please ensure you have read and fully understand what is written below. Please contact us if anything is not clear to you.

1. Quotations & Costs

- 1.1. All costs provided exclude VAT where applicable and are in GBP (unless otherwise stated). All costs are valid for thirty days from the date of the quotation.
- 1.2. The costs provided when quoting are guide prices based upon what we anticipate the creative, time and production requirements to be. This is based on previous experience and on typical processes, plus client co-operation in provision of content, meeting deadlines and approval. Additional charges may be payable if there are variations to this. The client would be made aware of any additional charges in advance. Charges are unlikely to deviate from those quoted unless requirements change significantly.
- 1.3. Costs may be provided allowing for occasional meetings and project management at key stages between TMC and the client. Some meetings may incur additional charges for time spent, although the client would be made aware of this in advance.
- 1.4. Unless otherwise specified, costs quoted exclude the following where relevant, additional costs for supplying these services will be charged for if not included in the original quote: print; commissioned illustration, photography or stock images; image retouching; image scanning; copywriting; postage, in-house colour print- outs and travel exceeding that allocated within the 'standard disbursement charge'; web hosting (it will often be a prerequisite to host on one of our competitively priced servers, particularly if a website incorporates an e-commerce or content management system); couriers; other third-party costs incurred (such as merchant bank and payment gateway charges).
- 1.5. TMC would inform the client of any additional costs as detailed above in advance and gain approval to purchase these on behalf of the client. Additional charges and/or third party costs would be invoiced and would require payment to be made in advance unless otherwise specified.
- 1.6. TMC reserve the right to place a management charge on all third party costs and services.

2. Commencement of Work & Payment Schedules

- 2.1. TMC retains the right to alter the specific terms and conditions on commencement of work and payment schedule on a project-by-project basis. If no alternatives are made then the following terms are automatically instated.
- 2.2. No consultancy, creative or development work will commence until TMC has received written approval of the quotation (by hand or by email) along with (though not necessarily) a supporting Purchase Order number for the total amount as

stated on the quote and a minimum deposit of 50% of the agreed costs (unless otherwise agreed in writing).

- 2.3. If a quotation has been provided where a job will be approached in 'stages', each stage will need to be paid in full on completion of that stage, before TMC is able to progress to the next stage.
 - 2.4. Unless otherwise agreed in writing, the balance of payment will be due in full on project completion (e.g. on delivery of printed items, publishing of website, sending of e-shot etc.).
 - 2.5. If any project exceeds the estimated timeline agreed or extends beyond twelve weeks from approval of quotation (whichever occurs first), TMC reserves the right to invoice 25% of any outstanding balance, with the remaining 25% payable on completion.
 - 2.6. Unless otherwise stated above or previously agreed in writing, all invoices are due within 30 days of any invoice date. Please note that any delay in payment could have an impact on time scales.
- ### 3. Timelines & Milestones
- 3.1. Any anticipated completion date provided by TMC is subject to options chosen and client co-operation in provision of information, resource (logos, images etc.) and approval. TMC will do its very best to ensure that agreed timelines are adhered to, but please be aware that circumstances, stated but not limited to: amends requested, or additional requirements may potentially result in delays. Time lines provided are estimated but TMC will not be held liable if the project over-runs due to delays caused by the client passing information or approval, or any third party issues.
 - 3.2. In the unlikely event that the client is not satisfied with the first round of presented work, TMC will develop a further round of additional creative development and presentation. If after a second round there is still no agreement on direction, TMC reserves the right to bring to an end any agreement with the client with no refund of deposit or payments made previously and any outstanding quotes/staged payments will be payable immediately.
 - 3.3. Costs provided allow for a maximum of two sets of client amends after which time additional charges will become payable at an hourly rate. The client would be made aware of this in advance.
 - 3.4. At the end of each stage of the process (including, but not limited to, before sending an item to print or publishing a website) the client will need to 'sign-off' their approval either in person or by email. No further development can be undertaken until TMC is in receipt of written approval confirmation. Any amends to work after signed approval will incur additional charges for further time spent, although the client would be made aware of these charges in advance.
- ### 4. Content, Copy & Images
- 4.1. It is assumed that unless otherwise stated, copy and images will be provided by the client, although TMC will contribute to this (through headlines, and top-line messages if stated in the original proposal) as a natural part of the creative process. TMC is able to provide a full copywriting service or copy advice, as well as illustration and photography at an additional cost if required. Purchased royalty-free stock images from our

standard sources (if required) will generally be priced at between £25 and £45 + VAT per image (dependent on source, image size and quality) to cover sourcing time and image costs. Specific image requirements not satisfied by our standard sources will be charged at cost + 33% + VAT, with prior client notification.

5. Printing

- 5.1. 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 TMC 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, TMC will 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.
- 5.2. 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, 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 (digital or litho printing), the substrate (paper, card, plastic etc.) used, individual preferences (ambient light, personal computer settings etc.) and other reasons. As a result of this TMC is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. TMC does not accept any responsibility for colour variations as a result of these indeterminate factors.
- 5.3. 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, although this will incur additional cost, which would need to be paid for in advance.

6. Copyright & Intellectual Property Ownership

- 6.1. Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of TMC. Full copyright and ownership of all 'commissioned' work will reside with TMC until full payment has been received, at which point TMC will surrender to the client, all claims of ownership and full copyright for final work produced (not including alternative designs, concepts, options, files, images or documents developed throughout the process).
- 6.2. TMC will never knowingly infringe any copyright or trademark and will deliver, to the best of knowledge, creative solutions that are original and unique to TMC. Unless otherwise agreed in writing, it is the responsibility of the client to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark with the 'UK Intellectual Property Office' if required.
- 6.3. If requested, TMC will (at its discretion) provide the client with end-artwork in its final form (e.g. print-ready PDF; DVD master; outlined EPS file etc.). However TMC 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 concept files, documents and designs will reside with TMC for non-exclusive future use.

7. Retainers

- 7.1. Monthly retainers provide ongoing support up to the number of hours set forth in the proposal document. Retainer fees are required in full in advance of services; payment is due on or before 1st of each month (unless otherwise agreed). Services rendered beyond the retained number of hours will be billed at the full hourly rate with payment due upon receipt. Hours are billed in 15 (fifteen) minute increments. Payments rendered are considered fully earned and non refundable. Unused hours are not carried over; it is incumbent upon the client to utilize their retained hours each month. Should the client wish to cancel the retainer then three full months notice is required in writing.
- 7.2. Timesheets are recorded electronically for all work carried out to support and document where the retainer hours have been used and allocated.
- 7.3. Any additional work beyond the scope of the retainer must be negotiated separately as this would constitute a separate project and would therefore require a separate proposal. Services requested by the client and provided by TMC that do not fall within the scope of the retainer will be billed for separately at the full standard hourly rate.

8. Rights Upon Termination of Agreement

- 8.1. Should the client wish to terminate the agreement at any point they shall be liable to make payment up to the next mile marker/stage in any project plus 50 percent of the following mile marker/stage depending on the time and work undertaken at the point of termination of the job.
- 8.2. Should the client terminate the contract with TMC then a minimum fee of £500 will become payable to cover expenses incurred and to arrange the transferal of commissioned artworks and/ or digital files. If costs and expenses are greater than the value of £500 then TMC will notify the client of the costs which will be payable prior to the transferal of data. Copyright of all files will remain with TMC until payment has been made.
- 8.3. TMC 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.

9. Force Majeure

- 9.1. TMC shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, failure of power supply, or any action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice to TMC elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.
- 9.2. TMC reserve the right to claim costs and compensation from the client associated with any unexpected events.

10. Liability

- 10.1. The client agrees to indemnify TMC and keep TMC indemnified and hold TMC harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided. TMC is not liable for any loss that may occur before, during or after the development of projects undertaken. TMC will not be held responsible for any delays, errors or losses arising from any third party.
- 10.2. The client agrees to alert TMC in writing to any defects or problems in relation to work and services provided, within 7 days of the delivery date. TMC will not be liable for any claims made after this period.

11. Acknowledgement for Work

- 11.1. Appropriate credit and acknowledgment for work produced by TMC should be attributed to TMC where possible (for instance written in small text on the back of a printed item or inclusion of the TMC logo and appropriate lines at the bottom of a website) and may be referenced for TMC's promotional purposes including but limited to self promotion in portfolios, in presentations, in advertising, in print and online unless otherwise (in exceptional circumstances) pre-arranged with the client.

12. Complaint Handling & Procedure

- 12.1. We are always interested to gain feedback from our clients to help us to grow and develop as a business. If a client has a complaint or a suggestion, please raise the matter in the first instance directly with the assigned Account Director who will acknowledge the complaint immediately and attempt to resolve the matter to the satisfaction of the client.
- 12.2. If the matter is not resolved to the satisfaction of the client or if it is felt that the client cannot raise the matter with the Account Director then please refer to our Complaints Procedure.

13. Statutory Rights

- 13.1. These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. TMC reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, the clients statutory rights are not affected.

14. Web Projects

- 14.1. Website Payment Terms – unless otherwise stated on the proposal document.
- 50% is required to commence work
 - 30% will be due upon sign off of the final design of the website prior to build
 - 20% once the website has gone live
- 14.2. Ownership to Web Pages and Graphics - Copyright to the finished assembled work of web pages and graphics produced by TMC shall be vested with the client upon final payment for the project and subject to final transfer fees. This ownership is to include, design, photos, graphics, source code, work-up files, text and any program(s) specifically designed or purchased on behalf of the client for completion of this project. Any photos, graphics, computer programs that TMC hold no rights over then copyright remains with the original author and are specifically not transferred to the client, these remain the property of their respective owners.

- 14.3. If a finished website is to be uploaded on to the clients chosen hosting company, the specification of this hosting must match that required by the website. Otherwise TMC will host the website, in which case we will upload the site to our hosting server at the quoted amount in the proposal.

- 14.4. Third Party or Client Modification - TMC will not be responsible for any damage created to the website (CMS/front end) by the client or agent of the client and or including any third party whether requested or not by the client. Any repairs will be assessed at an hourly rate of £70/hr (1 hour minimum charge).

- 14.5. Domain Registration - TMC can secure a domain name on behalf of the client, if requested and a fee will be levied for this service; all expenses and costs will be covered by the client. If the client already has a domain name, TMC will co-ordinate redirecting the address to the new host, if requested as part of the undertaking of a project. There will be a fee for this service which will be quoted for as part of the initial website proposal. TMC will require this request in writing and also need to be supplied with all information required to complete this request prior to project commencement. Failure to supply the information will lead to an adjustment to agreed timelines and potential further costs to the client.

- 14.6. Text/Copy - Copy for a website must be supplied by the client in a .doc format via a disc or email attachment. Otherwise, if not supplied on a disc or via email, there will be an additional charge for typesetting and copy writing or extracting information from existing sources.

- 14.7. Links - This agreement unless otherwise agreed prior to project commencement, includes up to a maximum of 5 external or relative links per page and an email response link on each webpage to an email specified by the client.

- 14.8. Photos & Images - Photos and other graphic images supplied by the client must be in the following format:
- Jpeg
 - Minimum size 1024 x 768 pixels RGB
 - Maximum size – no more than 10mb in size

- 14.9. TMC cannot be held responsible for the loss of quality if the images are below the above specification. Any work required by TMC in order to manipulate the images on request by the client will be subject to additional fees (£70/hr). TMC will notify the client of these costs prior to undertaking the additional work.

- 14.10. Uploading Images/Products - TMC will upload up to 20 images/products onto the clients website through the Content Managed System (CMS). Any additional images/products uploaded by TMC will be charged for at an additional rate per item or at a flat rate of £70/hr this will be specified in the quotation.

- 14.11. Cross Browser Compatibility - Our agreement contemplates the creation of a website viewable by the most current versions of Google Chrome, Internet Explorer, Safari and Firefox at the time of the quotation. Compatibility is defined as all critical elements of each page being viewable in these browsers. In the absence of a maintenance agreement, time spent to re-design a site for compatibility due to the introduction of a new browser version and or programming to make the site viewable on older browsers will be separately negotiated and in addition to the base price of our

- agreement.
- 14.12. CGI/Perl – If a basic form is created it will be embedded on the clients website, the data captured in the form will be delivered to the client at a specified e-mail address. If a specific script beyond this capability is requested by the client, which must be purchased or created by TMC, this will be charged for in addition to the original quote.
- 14.13. Secure Certificate - If the client selects an e-commerce enabled site, it is a requirement that the client has to purchase a secure certificate for online transactions. This would be charged as an additional expense if the client requests that TMC purchase this on their behalf.
- 14.14. Merchant Account - The client will need a Merchant Account to enable the ability to accept credit cards online. Any charges necessary including time and expenses to secure the Merchant Account by TMC on behalf of the client are chargeable to the client, any delays of payment for these additional charges may result in a delay in timescales to move onto the next milestone/stage in the project.
- 14.15. Client Amends/Changes - Proposals do not include a provision for significant page modification or creation of additional pages in excess of the agreed page maximum. If significant changes were requested then these would be charged as an additional phase to the project. The timelines and milestones for the project would also be reviewed and amended accordingly as a result of these changes. Examples of significant changes include but are not limited to the following:
- Making changes to the layout/ and or design of the page;
 - Developing a new table or layer structure at the clients request;
 - Recreating or significantly modifying the company logo at the client's request;
 - Replacing more than 50% of the text to any given page at the client's request;
 - Creating a new navigation structure;
 - Significantly reconfiguring the clients shopping cart with new product/s, shipping or discount calculation if an e-commerce enabled site has been selected by the client;
 - Adding or changing photographs.
- 14.16. Sign off of Design before Build Commences - The final design will be printed out for a final sign off with the CMS function shown as an overlay. Any changes made to the design once this has been signed off will be charged for accordingly.
- 14.17. Training & Telephone Support - TMC will provide e-mail and telephone assistance to the clients designated representative regarding management of the website as part of the proposal/s. Any additional training or telephone support once the website is live would be provided as part of an on-going maintenance contract.
- 14.18. Maintenance Contract/Retainer - TMC recommend on-going maintenance contracts to provide full support to maintain our clients websites once they have gone live. These are offered through a block of hours purchased in advance. Should more hours be required then this would be reviewed and additional costs approved prior to changing the agreement.
- 14.19. SEO - This service is available and quoted by a separate agreement.
- 14.20. Hosting Environment - TMC offer clients hosting for websites. This is recommended in order to ensure ongoing quality of service and is a mandatory requirement for all websites including those incorporating a content management system (CMS) or e-commerce system. Although the standard of our hosting packages are high, TMC is unable to guarantee 100% up-time nor accept any responsibility for any error, omission or misrepresentation in relation to the websites hosted or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) suffered by any user of the websites hosted. TMC makes no warranties or representations of any kind that hosting will be uninterrupted, error-free or that the website or the server that hosts the website are free from viruses or other forms of harmful computer code. In no event shall TMC, its employees or agents be liable for any direct, indirect or consequential damages resulting from the hosting of websites on our servers. A fee would be applicable for any repairs or re-installation, TMC would inform the client of any costs in order to undertake the work required and gain approval from the client before commencing any work.
- Should a client wish to use their own hosting supplier, once the website is signed off to go live TMC do not accept responsibility if the site is compromised in any way. In this instance, work undertaken to ensure that the site is secure will be charged at an hourly rate of £70/hour.
- If the website is hosted by TMC's hosting supplier, then TMC will take responsibility for reinstating the latest backed up version of the website.
- 14.22. Service Level Agreement: Applicable for TMC hosting packages only - At TMC we aim to deliver the highest possible level of up-time, and agree that the service critical infrastructure, including Power and Network Connectivity will be available for 99.99% of the time (excluding scheduled maintenance, advance notice of which will be given wherever possible). In the event of an outage to one of these service components, which results in server downtime exceeding 0.1%, clients may be entitled to credits to their accounts of 5% of its monthly fee for every 1 hour of network downtime – up to a total of 100% of the monthly fee only. The period of the outage will be measured from the time you report the problem to our confirmation of restoration of service. Outages caused by third party software installations or other modifications to the default server operating system as deployed do not fall within the terms of this Service Level Agreement.
- 15. Medical Education Services**
- 15.1. Copyright and distribution rights - All copyright will be transferred to the client by the contributors (excluding third party copyright). TMC has no ownership rights within the terms of this agreement to the content or any rights to the format of the product. The client appointed licensees will be the exclusive distributors of this product.
- 15.2. Currency Fluctuation - If a quotation and payment is required in another currency other than GBP then TMC reserve the right to set an agreed exchange rate at the start of the project; with the condition that during the time of budget reconciliation the Euro to GBP exchange rate may have fluctuated. Whilst TMC are happy to agree the initial invoice at the exchange rate set at the time of contract submission; both parties are to review the exchange rate and mutually agree on the rate to be used to ensure that TMC do not

- incur a loss due to the fluctuation in exchange rates.
- 15.3. Termination - The parties agree to the following conditions for termination:
- Termination prior to completion of the work – a pro-rata fee will be paid by the client based on specifications undertaken by TMC from the client.
 - Termination after completion of all work but before printing - full fee will be paid by the client and any third party costs and expenses incurred to date.
 - Termination after printing and or completion - full project fee specified in the contract, including print charge will be paid to TMC by the client including any additional time, expenses and or third party costs involved in the project.
 - All third party costs and liabilities will be payable in all cases.
- 15.4. Invoicing, payment schedule and sign off - The costs included in the proposal document are maximum amounts based on the specification detailed. Should the specification change, TMC will notify the client in writing along with a full breakdown of costs and seek approval before proceeding.
- 15.5. Budget Assumptions
- An allowance for flights will be included within a proposed budget; to be charged on actual at the time of reconciliation.
 - No costs for team accommodation and congress registration will be included within proposed budgets, it is the responsibility of the client to take arrange for this unless otherwise stated in the final proposal document.
 - An allowance for travel and flight costs will be included for attendance at planning meetings; costs will be charged on actual upon reconciliation.
 - An allowance will be included for the print costs - TMC will confirm actual print costs once a full specification is obtained.
- 16. Social Media**
- 16.1 Rights to Created Content - The client will retain the right to all content created by TMC for the client, while under contract. However, the client may not distribute for profit any content created by TMC, while under contract, without the written consent from TMC. Furthermore, TMC will retain the right to use any and all content created by TMC for the client, while under contract, for the purpose of:
- providing samples of TMC's work or
 - instruction – including, but not limited to, presentations, lectures, webinars, and published material in any medium
- 16.2 Liability Waiver - Establishing a social media presence and initiating a two-way flow of communication between the client and the public can have unintended consequences on the client's reputation. Should this occur, the client waives its right to hold TMC responsible for any damage and/or liability that may arise from TMC's actions on behalf of the client. If, at any time, the client does not agree with actions taken by TMC on its behalf, it must notify TMC in writing. If TMC receives such a communication, TMC will post a retraction and apology across all affected platforms within twenty-four (24) hours.
- 16.3 Retainer Hours – Social Media is a service offered by TMC as part of a retainer agreement. This is based on a minimum three (3) month contract between TMC and the client. Invoices are raised on the first of the month and payment is required upon receipt of the invoice for retained services.
- 16.4 Cancellation of a Social Media Retainer – should the client wish to cancel the Social Media Retainer then written notice is required with a notice period of three (3) months.
- 17. Amendments & Addendums**
These Terms and Conditions are to be considered complete and final. Should such a need arise, the amendment or addendum must be drawn up as a separate document, signed by both parties indicating their agreement, and a copy of the signed document must be provided to the client and TMC
- 18. Entire Agreement**
Should either party violate the terms of or fail to meet the obligations set forth in this contract, such action will render the opposing party free from any further contractual obligation.