



PR and marketing
for innovators

Terms and conditions

2023

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VAT registration number: GB 724 4854 25 Company number: 3827492 (England)



Terms and conditions

1. These terms apply to all marketing services supplied by Resonates SLM Limited save as varied by any special terms agreed in writing and signed by the Parties.

2. Estimates of fees provided by Resonates do not constitute an offer and Resonates reserves the right to withdraw or revise any estimate prior to Resonates' acceptance of the client's order. Subject to this, the terms of an estimate given will not normally be varied within three months from its issue date.

3. The remuneration set out in the Agreement has been devised to ensure that as far as possible Resonates receives adequate payment for its services and the client obtains these services at a reasonable cost. However, to ensure that an adequate level of remuneration is obtained Resonates will review with the client the basis of that remuneration not more than every three months during the duration of this Agreement.

4. Certain projects require client approval at specified stages. The client's approval of briefs, copy and layouts will be Resonates' authority to proceed to the next stage. In the event of any cancellation or amendment to work that has been approved the client will need to reimburse Resonates for any charges or expenses to which Resonates is committed and to pay Resonates fees concerning these items.

5. Accounts

5.1 Accounts will normally be rendered with acceptance of the clients purchase order, alternatively during, or following completion of relevant stages. Accounts are payable on presentation of the invoice, unless otherwise specified.

5.2 Where suppliers require payment in advance or at various stages of production or where Resonates deems the amount of such payment to be significant, the client agrees to pay interim invoices in respect of such services immediately on presentation.

5.3 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

5.4 All charges are subject to VAT at the percentage rate applicable at the date of invoice.

5.5 If any account shall not be paid when due Resonates may suspend further work for the client until payment is made. The client shall meet or indemnify Resonates against all extra costs or liabilities that may arise as a result.

6. Liability and Indemnification

6.1 Resonates shall not be liable for any delay in or omission of publication or any error in any marketing collateral in the absence of default or neglect on its part.

6.2 In no event will Resonates be liable for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, revenues or investments) arising out of the use of marketing collateral, plans, research or information of any kind provided by Resonates.

6.3 The client will indemnify Resonates against any loss Resonates may incur as a result of any civil claims or proceedings brought against Resonates based on any marketing collateral, plans or research and other work prepared for the client by Resonates which has been approved by the client either orally or in writing before publication.

7. Copyright and other rights

7.1 The copyright for all purposes in all artwork, copy, briefs and all other work created by Resonates for the client's marketing collateral vests in Resonates unless arrangements are made to the contract.

7.2 The client will not before termination of this contract make any use in or outside the United Kingdom of marketing collateral originated by Resonates except with Resonates' consent. If the client so requests and provided that all obligations arising from this contract (including those relating to any period of notice) have been complied with, Resonates will assign to you on termination of this contract such copyright and other rights throughout the world in your marketing collateral as may be vested in Resonates and capable of assignment.

7.3 Resonates shall, however, retain the copyright in any material contained in any presentation, whether made in competition with any other agency or not, in the event of Resonates' presentation being unsuccessful.

8. Ownership and custody of material

8.1 All marketing material prepared for the client's account by Resonates and paid for by the client will be the client's property, but not necessarily the client's copyright. This does not apply to "stock" photographs obtained from news or photographic agencies for particular marketing collateral, or to photographic or film negatives.

9. Either party may terminate this Agreement forthwith in any of the following events.

9.1 If the other commits a material breach of any of the terms of this Agreement

9.2 If the other commits any breach (other than a material breach) of a term of this Agreement and has failed to make good such breach within fourteen days of being required in writing to do so.

10. Resonates may give written notice to terminate this Agreement forthwith if the client has failed to pay an account within fourteen days of the despatch of a reminder that it is overdue for payment.

11. Jurisdiction

11.1 This contract shall be interpreted according to, and governed by, English Law: the parties moreover agree to submit to the exclusive jurisdiction of the English Courts in any dispute or difference of any kind which may arise concerning the contract.

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resonates
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**Marketing
Communications**

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