



## **SOUTHERN CREATIVE FUTURES LTD**

COMPANY REGISTERED IN THE UK: 09479624

### **Standard Terms & Conditions**

**FINAL – 31/07/2025**

Company Director - Xavier Fiddes (xavier@c-fltd.co.uk)

### **Subject: Terms and Conditions for Businesses**

This policy sets out Southern Creative Futures' Terms and Conditions for conducting business with other businesses. If you have any comments, suggestions or amendments please put these in writing to the person issuing this policy.

### **Issue Number: 5**

Issued by: Xavier Fiddes ~ Company Director.

For the consideration of; New and On-Going Clients.

First Issue date: April 2016

Effective date: August 2025

**THIS POLICY IS AVAILABLE IN ACCESSIBLE FONTS  
AND STYLES PLEASE GET IN TOUCH IF YOU REQUIRE  
ASSISTANCE.**

## BACKGROUND:

Southern Creative Futures LTD (the "Service Provider") provides lens based promotional services to business clients, project support with a focus on marketing and content strategies and business support to commercial businesses. The Service Provider has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

- **"Agreement"**: The contract incorporating these Terms and Conditions agreed between Southern Creative Futures Ltd ("the Service Provider") and the Client.
- **"Business Day"**: Any day excluding Saturdays, Sundays, and UK public holidays.
- **"Client"**: The company, organisation or entity procuring Services under this Agreement.
- **"Commencement Date"**: The date on which the provision of Services is to commence.
- **"Confidential Information"**: Any business, technical, financial or personal information disclosed by one Party to the other in any medium that is marked as confidential or would reasonably be expected to be treated as confidential.
- **"Fees"**: All charges and sums payable to the Service Provider under this Agreement.
- **"Services"**: The professional services described in the relevant proposal or scope of work, to be delivered by the Service Provider.
- **"Term"**: The duration of this Agreement as defined by the project scope or engagement timeline.

1.2 References to legislation shall include amendments or re-enactments thereof. Clause headings are for convenience only and shall not affect interpretation.

1.3 The singular includes the plural and vice versa; references to any gender include all others; references to "person" include corporate and unincorporated bodies.

## **2. Provision of Services**

2.1 The Service Provider agrees to provide the Services to the Client with reasonable skill, care, and diligence in accordance with prevailing professional standards applicable in the UK's visual media and creative sectors.

2.2 Services shall commence on the Commencement Date or on another date agreed in writing. Where project phases or milestones are specified, Services shall be delivered in accordance with those milestones subject to timely Client input.

2.3 The Service Provider shall retain editorial, creative, or technical discretion where the quality or integrity of the work may be compromised by Client instructions that deviate from the original brief.

2.4 Any amendments or additional services requested by the Client beyond the original scope may be subject to additional Fees and timelines, to be agreed in writing prior to commencement.

2.5 The Service Provider shall be responsible for compliance with all applicable laws, regulations, and professional standards relevant to the provision of the Services.

## **3. Client Responsibilities**

3.1 The Client agrees to provide the Service Provider with full, accurate, and timely access to all information, approvals, assets, or personnel reasonably required to facilitate the delivery of the Services.

3.2 Where physical or digital access is required (e.g. to premises, systems, or locations), the Client shall ensure that such access is granted in a timely manner and without undue restriction.

3.3 Any delay in the provision of Services arising from the Client's failure to comply with its responsibilities under this Agreement shall not reduce the Fees payable and may result in a reasonable extension to the project timeline.

3.4 The Client warrants that any content, materials or permissions it supplies (including intellectual property, imagery, brand assets, or access rights) are lawfully obtained and may be used without infringing third-party rights.

3.5 The Client is responsible for obtaining all necessary third-party consents, licenses or authorisations unless otherwise agreed in writing.

## 4. Fees, Payment and Invoicing

4.1 A non-refundable deposit of 25–50% of the total project Fee (as agreed in the written proposal or quote) is payable upon acceptance of the quotation or engagement.

4.2 The balance of Fees shall be invoiced upon completion of Services, or according to staged milestones where specified in the Agreement. Where milestones apply, Services may be paused until prior stage payments are received.

4.3 All invoices are payable in full within **14 calendar days** of the invoice date, unless otherwise agreed in writing.

4.4 Payments must be made in GBP to the Service Provider's nominated account via BACS or bank transfer. Payments must be made without deduction, set-off or withholding.

4.5 If any payment is overdue by more than 14 days, the Service Provider reserves the right to:

- Suspend Services immediately without liability for delays caused;
- Withhold delivery of final materials or transfer of rights; and
- Terminate the Agreement under Clause 10.2.

4.6 Late payments shall incur:

- Statutory interest under the **Late Payment of Commercial Debts (Interest) Act 1998** at a rate of **8% above the Bank of England base rate**;
- A fixed compensation fee (£40/£70/£100) depending on the size of the debt;
- Reasonable legal or debt recovery costs if action is taken to recover payment.

4.7 Invoices sent by email shall be deemed received on the date of transmission.

## 5. Cancellation and Rescheduling

5.1 Cancellations must be made in writing (via email). The following cancellation charges apply:

- More than 14 calendar days prior to the scheduled start: Deposit retained only.
- Within 14 days of the scheduled start: 50% of the full Fee is payable.

- Within 48 hours of the scheduled start: 100% of the full Fee is payable.

5.2 Where work has already commenced, the Client shall be liable for all work undertaken to date, including any agreed third-party costs.

5.3 Requests to reschedule may be granted at the discretion of the Service Provider. Any changes must be agreed in writing and may attract administrative charges.

## **6. Intellectual Property and Usage Rights**

6.1 All intellectual property rights (including copyright) in original content, images, video or creative outputs remain the property of the Service Provider unless explicitly assigned in writing.

6.2 Upon full payment of Fees, the Client shall receive a non-exclusive, non-transferable licence to use the final deliverables for the purposes and platforms agreed in writing. Usage beyond this scope will require a supplementary licence fee.

6.3 The Service Provider reserves the right to use completed work, including excerpts and imagery, for portfolio, marketing or award submissions unless the Client expressly requests otherwise in writing.

6.4 Raw files, project files, or original working materials are not included in the deliverables unless explicitly specified in the scope of work.

## **7. Confidentiality**

7.1 Both Parties undertake to keep confidential and not disclose to any third party (except for subcontractors under equivalent obligations) any Confidential Information obtained in connection with this Agreement.

7.2 This obligation shall remain in effect during the Term of the Agreement and for **12 months** following termination, except where disclosure is required by law or regulatory authority.

7.3 The obligations in this Clause shall not apply to information that:

- Was already in the public domain at the time of disclosure;
- Becomes publicly known through no fault of the receiving Party;
- Was lawfully disclosed by a third party without obligation of confidentiality.

## 8. Liability and Insurance

8.1 The Service Provider shall maintain appropriate levels of **professional indemnity and public liability insurance** throughout the Term of this Agreement.

8.2 Except in cases of death or personal injury arising from negligence, the Service Provider's total liability for any claim under this Agreement shall not exceed the total amount of Fees paid.

8.3 The Service Provider shall not be liable for any indirect or consequential losses including loss of profit, loss of business, or loss of opportunity arising out of the provision of Services.

8.4 The Client shall indemnify the Service Provider against any damage to equipment or property, or claims arising from the Client's breach of Clause 3.

## 9. Data Protection

9.1 Both Parties agree to comply with the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR).

9.2 The Client is the Data Controller and warrants that it has obtained all necessary consents for any personal data supplied to the Service Provider.

9.3 The Service Provider shall process personal data only for the purposes of fulfilling this Agreement and in line with any data processing agreement if required.

9.4 Personal data will be securely stored and deleted upon conclusion of Services, unless retained by law or mutual agreement.

## 10. Termination

10.1 This Agreement may be terminated by either Party with no less than **14 calendar days' written notice**, subject to completion of all outstanding obligations and payment of all Fees incurred.

10.2 Either Party may terminate immediately by written notice if:

- The other Party materially breaches this Agreement and fails to remedy such breach within 10 Business Days of written notice;
- The other Party becomes insolvent or is subject to insolvency proceedings;

- Payment is more than 14 days overdue.

10.3 Upon termination, all sums owed to the Service Provider shall become immediately due and payable.

10.4 Clauses which, by their nature, survive termination (including Clauses 6, 7, 8, and 14) shall remain in force.

## **11. Force Majeure**

11.1 Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, industrial action, fire, flood, pandemic restrictions, or telecommunications failure.

11.2 If such force majeure persists for more than 30 days, either Party may terminate the Agreement with immediate effect upon written notice, without liability for delay or non-performance.

## **12. General Terms**

12.1 No waiver of rights shall be effective unless made in writing. Delay in enforcing a right shall not constitute a waiver.

12.2 Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

12.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

12.4 Nothing in this Agreement shall create a partnership, joint venture, or employment relationship between the Parties.

## **13. Notices**

13.1 All notices or formal communications shall be in writing and delivered to the most recent business address or official email address of the receiving Party.

13.2 Notices sent by email during working hours shall be deemed received on the same day. Notices sent outside working hours shall be deemed received on the next Business Day.

## **14. Governing Law and Dispute Resolution**

14.1 This Agreement and any non-contractual obligations arising from or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

14.2 In the event of any dispute or claim arising out of or in connection with this Agreement, the Parties shall seek to resolve it amicably through good faith negotiations.

14.3 If the dispute is not resolved within 20 Business Days of the start of negotiations, the Parties agree to attempt to resolve it via mediation, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure or an equivalent body.

14.4 If mediation fails or is not concluded within 30 calendar days of the appointment of a mediator, either Party may initiate proceedings in the courts of England and Wales, which shall have exclusive jurisdiction.