

Terms & Conditions

RBL Brand Agency

Reviewed annually: January 2025

We hate Terms and Conditions. There we've said it.

They are written in teeny, tiny text and are full of legal speak. But if we are a proper agency, and we are, you expect us to have them. What you need to know is that in all our years we have never had a single dispute with a client where we have needed to resort to our formal contract. We intend to keep it that way.

Thank you for taking the time to understand who we are and how we work.

We look forward to creating a powerful brand for your ambitious business.

Terms and Conditions

The following terms and conditions refer to RBL Brand Agency Limited and its relationship with its clients and potential clients.

1.1 Definitions:

Conditions: these terms and conditions as changed from time to time in accordance with clause 11.5.

Contract: the contract between RBL and the Client for the supply of Services in accordance with these Conditions.

Client: the person or firm who purchases Services from us.

Intellectual Property Rights: patents, copyright and related rights, moral rights, trademarks and service marks, goodwill and the right to sue for passing off or unfair competition, and all other intellectual property rights.

Order: the Client's request for Services as set out in your written acceptance of RBL's Proposal.

Services: the services supplied by RBL to the Client as set out in the Proposal.

Proposal: the description or Proposal of the Services provided by RBL to the Client.

RBL: RBL Brand Agency Limited registered in England and Wales with company number 04019605.

1.2 Any reference to us, our or we is a reference to RBL.

1.3 Any reference to you or your is a reference to the Client.

2. Basis of Contract

- 2.1 The Order is you accepting our Services in accordance with these Conditions.
- 2.2 The Order shall be accepted when we receive written confirmation from you, at which point the Contract comes into existence.
- 2.3 Any samples or advertising issued by us shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms.

3. Supply of Services

- 3.1 RBL will supply the Services to you in accordance with the Proposal.
- 3.2 We will use reasonable endeavours to meet any deadlines specified in the Proposal. Such dates are estimates only and will not be binding.
- 3.3 We reserve the right to amend the Proposal if necessary and will notify you in any such event.
- 3.4 We will provide our Services to you using reasonable care and skill.

4. Client's obligations

- 4.1 You will:
 - (a) ensure any information you provide to us is complete and accurate;
 - (b) help us to access the people we need to deliver the Services;
 - (c) provide us with such information and materials as we may reasonably need;
 - (d) obtain all licences, permissions and consents which may be needed for the Services;

- (e) keep any of our property which is at your premises safe; and
- (f) comply with any additional obligations as set out in the Proposal.

4.2 If our performance of any of our obligations under the Contract is prevented by you (Default):

- (a) we have the right to suspend performance of the Services until you remedy the Default;
- (b) we will not be liable for any costs or losses sustained or incurred by you; and
- (c) you will reimburse us for any costs or losses arising from the Default.

5. Fees and payment

- 5.1 Our fees are set out in the Proposal and will be valid for 30 days.
- 5.2 We will invoice you on completion of the Services or as agreed otherwise.
- 5.3 At the start of our working relationship you will pay each invoice submitted by us within 14 days (rising to 30 days after 6 months). All payments are to be made to the following bank account:
 - (a) Bank: Lloyds
 - (b) Account Number: 03014889
 - (c) Sort Code: 30-94-93
 - (d) Account Name: Rebecca Battman Limited
- 5.4 All invoices are subject to UK VAT at the current rate unless agreed otherwise.
- 5.5 If you don't make a payment when it is due, you will need to pay interest. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
If you change the dates for Services after the Order has been made, you are liable to pay us for any time or third-party fees incurred.

6. Intellectual property rights

- 6.1 Subject to 6.3, all Intellectual Property Rights, in or relating to all designs, drawings and other documents that we produce for you as part of our Services will initially be owned by us. Upon full payment of all relevant invoices, you will receive full ownership of the Intellectual Property Rights.
- 6.2 We assume you hold the necessary and relevant Intellectual Property Rights for all designs, images and other documents you supply to us unless stated otherwise.
- 6.3 We retain our Intellectual Property Rights in all our processes, models and consulting tools which may not be used outside of our Services without our consent.
- 6.4 We grant to you a licence during the term of the Contract to copy and modify our work for the purpose of receiving and using the Services unless agreed otherwise.
- 6.5 You will not transfer the rights granted in clause 6.1 without our consent.

6.6 You grant us a licence to copy and modify any materials provided by you to us for the term of the Contract.

7. Data protection

Both parties will comply with all applicable data protection laws.

8. Limitation of liability

- 8.1 All terms and conditions relating to the Services that are not in these Conditions are hereby excluded.
- 8.2 No claim against us shall be brought unless you have notified us of the claim within 6 months of the issue arising.
- 8.3 The limit of our liability to you is the lesser of £50,000 or the amount that you have paid us for our Services to you in the year before you raised a complaint.

9. Termination

- 9.1 Either party may terminate the Contract by (i) giving the other party 2 months' written notice; or (ii) with immediate effect if:
- (a) the other party commits a material breach of any term of the Contract and fails to remedy that breach within 30 days;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors;
 - (c) the other party suspends or ceases to carry on part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party may not be able to fulfil the Contract.
- 9.2 If you fail to pay any amount due under the Contract we may terminate the Contract with immediate effect.
- 9.3 We may suspend the supply of Services under the Contract if:
- (a) you fail to pay any amount due under the Contract;
 - (b) you become subject to any of the events listed in clause 9.1; or
 - (c) we believe that you are about to become subject to any of the events listed in clause 9.1.

10. Consequences of termination

- 10.1 On termination or expiry of the Contract you will pay all of our outstanding invoices and interest, and any future invoice raised by us for the Services already supplied.
- 10.2 Termination or expiry of the Contract will not affect any rights to claim damages for any breach of the Contract which existed before termination or expiry.
- 10.3 Any provision of the Contract that is intended to continue in force after termination or expiry shall remain in force.

11. General

- 11.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

- (a) We may at any time assign, subcontract or delegate any of our rights and obligations under the Contract.
- (b) You will not assign, subcontract, or delegate any of your rights and obligations under the Contract without our consent.

11.3 Confidentiality.

- (a) Each party undertakes that it shall not disclose any confidential information concerning the other party, except as permitted by clause 11.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract; and
 - (ii) as may be required by law.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement that is not set out in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

11.5 Variation. No variation of the Contract shall be effective unless it is in writing and agreed by both parties.

11.6 Waiver. A waiver of any right under the Contract is only effective if given in writing. A failure or delay by a party to exercise any right shall not constitute a waiver.

11.7 Severance. If any part of this Contract is unenforceable, it shall be deleted and the parties shall agree a replacement provision in good faith.

11.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing or sent by email to admin@rblteam.com.
- (b) This clause does not apply to the service of any legal action or dispute resolution.

11.9 Third party rights.

The Contract does not give rise to any third-party rights.

11.10 Governing law and Jurisdiction.

The Contract is governed by English Law. Disputes will be referred to English courts.