

Standard Terms and Conditions



LENS CHANGE

General

- You are entering into a formal contract of work with Lens Change ltd (Company number: 09879730). Studio You London is a trading style of Lens Change ltd.
- By signing and returning the Commission Statement you are instructing Lens Change to carry out the work outlined in the proposal / specification document with reasonable and due care, in accordance with, and subject to these terms.
- Lens Change reserves the right to use both initial creative concepts and final approved design work for the purposes of the Lens Change and Studio You London marketing activities (both online and offline) unless otherwise requested/agreed with you.
- Lens Change ltd is required to add Value Added Tax (VAT) @ the rate of 20% to it's payments for Her Majesty's Revenue and Customs.

Changes

- Where there is a change of project scope requested by the client, Lens Change will inform you in advance:
 - the procedures for implementation of such change
 - the effect on timing for delivery of the project; and
 - the variation to the Fees. (Additional work will be quoted at the maximum rate of £35/ hour.)

Delays

- Lens Change reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a job should the job be put on hold by the Client for an unauthorised period of 4 weeks or more. In this instance the following procedures and terms will apply:
 - The Client will be given two written warnings notifying it of any unacceptable delays.
 - In the instance of a project termination an invoice for hours spent on the project will be raised and submitted with a time-tracking report. This invoice will be subject to the standard 21 day payment processing terms.
 - Resumption of paused works is possible in accordance with the original schedule and costs as long as the project plan remained unaltered.

Payment

- When buying a package, or if you're quoted for a bespoke project, we operate a 50/50 payment plan whereby half of the quoted cost is invoiced upon contract commencement and the remaining half is invoiced on completion. These payment

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terms are flexible and can be substituted for a monthly payment plan or similar if required. Please speak to your rep for more details. Payment plans are agreed in the Commission Statement before project commencement.

- Lens Change must receive full payment no later than 21 days after the date of any invoice. Lens Change reserves the right to suspend or remove services if we don't hear from you regarding payment or to agree alternate payment arrangements during this time.

Termination

- If at any point during the Commission a client wishes to cancel, they may do so but will be invoiced at the rate of £35 / hour for work delivered to date on the project. All staff use time-tracking software and therefore an accurate report of work done can be provided. If your account is in credit due to an up-front or monthly payment, Lens Change will arrange for a reimbursement of any staff hours not yet spent on your project.

IP

- All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of Lens Change Ltd until full payment has been made on the Client's account, and all project costs have been cleared.

Your data

- Lens Change will hold any project files, originals and materials for a period of up to 24 months should you wish to request additional digital copies.
- Information, data and materials provided to Lens Change by or at the discretion of the client will be deemed to be confidential and will be the sole and exclusive property of the client. All client data held by Lens Change during and post-commission will be stored securely and in accordance with EU General Data Protection Regulation 2018.

Liability

- Whilst tireless effort is always made to achieve agreed delivery dates, Lens Change cannot accept liability or be held financially responsible for any targets or deadlines being missed.
- Once final proofs/materials have been signed off, Lens Change cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.
- Lens Change works hard to advise and establish secure and robust digital solutions. However Lens Change cannot be held responsible for data loss, or any loss or delay in client data communications.
- It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Lens Change by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Lens Change cannot accept responsibility/liability for infringements caused by any wrongly supplied materials.

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- Lens Change reserves the right to commission freelance support, outsource any job, or utilise open-source or correctly licensed marketplace resources (e.g. third party plugins) if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of Lens Change and such services are deemed to be carried out 'indirectly' by us.
- As part of larger projects which involve 3rd parties commissioned directly by the client, Lens Change will not be held responsible in any way for services not carried out/managed directly or indirectly by us.
- It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by Lens Change.

Disputes

- The Client shall inspect the Works and each part thereof regularly and shall notify Lens Change immediately if it wishes to reject any part or parts because such do not comply with the Commission or are defective in material and workmanship whereupon Lens Change shall, if such defect is proved, be given 15 working days within which to remedy. If the Works are not rejected within 5 working days of delivery then the Client shall be deemed to accept the Works.
- Advice of any loss, quality or damage issues must be reported to Lens Change within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to Lens Change within 10 working days thereafter. The Company shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.