

GADD

Marketing

"Be Proud Of Your Purpose"

TERMS & CONDITIONS

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ABOUT US

BE PROUD OF YOUR PURPOSE

GADD Marketing was Founded by Mieke Gadd in September 2020

We are a Marketing Agency with a difference! We believe if a brand has a clear, aligned and targeted vision, then it can achieve greatness. Quality comes from the correct image. It is about the consumer wanting to invest in a lifestyle and culture, not just a product or service.

Specialists in aiding SMEs and independents with:

Marketing Support
Brand Development
Social Media Management
Paid Advertising
Web Design
SEO
Content Creation
LinkedIn Lead Generation
Developing Corporate Relations
Event management

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1. Introduction

These terms and conditions apply to the Contract (as defined below) and to all future requests for the supply of services and/or materials received by Gadd Marketing Limited ("Gadd") from the Client unless otherwise agreed in writing.

Any request by the Client for Gadd to supply services and/or materials shall constitute acceptance of these terms. These terms take precedence over any terms and conditions of the Client, whether attached to, enclosed with, or referred to in any Client purchase order or other documentation. No variation to these terms shall be effective unless agreed in writing by both parties.

2. Definitions

In these terms:

2.1 'Gadd' means Gadd Marketing Limited of Saddlestone Cottage, 2 Hackwell Bank, Napton on the Hill, Southam, CV47 8FH.

2.2 'Brief' means:

- (a) a written brief describing the Deliverables, intended use, and any agreed timings, signed or approved by the Client; or
- (b) where no formal written brief exists, the instructions provided by the Client as confirmed in writing by Gadd.

2.3 'Client' means the person, firm, or company for whom Gadd provides services.

2.4 'Contract' means the agreement under which Gadd carries out services instructed by the Client.

2.5 'Deliverables' means the services and/or materials provided by Gadd as set out in the Brief.

2.6 'Job Cost' means the fee payable to Gadd for the Deliverables.

2.7 'Project' means any non-retainer assignment described in a Proposal.

2.8 'Proposal' means a quotation or proposal provided by Gadd and agreed between the parties.

2.9 'Retainer' means a contract for ongoing services for a fixed number of hours/days per month or for a fixed recurring service.

2.10 'Rights' means all intellectual property rights of any nature relating to the Deliverables.

2.11 'Services' means marketing, PR or related services agreed between the parties.

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3. Gadd's Obligations

Gadd shall provide the Deliverables with reasonable skill and care and in accordance with the Brief.

4. Charges and Payment

4.1 Retainer Services

Charges shall be calculated in accordance with Gadd's standard rates as amended from time to time.

4.2 Project Services

The price shall be as set out in the Proposal.

4.3 Expenses

Charges exclude travel, subsistence, accommodation, ancillary expenses, and VAT. VAT is charged at the prevailing rate.

4.4 Third-Party Costs

Gadd will charge the Client for all third-party costs identified in the Proposal or otherwise agreed. Gadd may retain any trade discounts or rebates.

4.5 Payment Terms

- Retainers: invoiced monthly in advance unless otherwise agreed.
- Projects: invoiced monthly unless stated otherwise.
- Payment terms: 7 days from invoice.
- Gadd may require payment in advance for third-party costs.

4.6 Late Payment

If the Client fails to pay by the due date, Gadd may:

- (a) charge interest at 5% above Lloyds Bank PLC base rate, compounded quarterly, and may claim statutory interest;
- (b) suspend Services.

4.7 Time of the essence

Payment deadlines are essential conditions of the Contract.

4.8 Cancellation & Notice Period

All contracts require a minimum of 60 days' written notice for cancellation. Upon notice, Gadd will provide a summary of remaining invoices due, including part-payments. All Services conclude at the end of the notice period. All sums become immediately due upon termination.

4.9 Set-Off

Gadd may set off any sums owed by the Client against sums owed to the Client.

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5. Brief, Deliverables & Changes

The Client warrants that the Brief is accurate. Any changes, delays, errors in Client-provided materials, or circumstances beyond Gadd's control may incur additional charges and delays.

6. Production

Unless agreed otherwise, Gadd manages all production. If the Client arranges production, Gadd shall not be responsible for bookings, supervision, quality control, or associated charges.

7. Approvals

7.1 Client approval of drafts authorises Gadd to proceed.

7.2 Errors must be reported within 3 working days. Amendments beyond the Brief may incur additional charges. Gadd accepts no liability for errors where proofs are not requested or where insufficient checking time is allowed. Exact colour matching cannot be guaranteed.

8. Rights – Standard Licence

8.1 All intellectual property rights in the Deliverables (excluding Client materials) remain owned by Gadd. Upon full payment, Gadd grants the Client a royalty-free licence to use the Deliverables strictly as defined in the Brief.

8.2 The licence terminates automatically if the Client:

- (a) fails to pay in full;
- (b) becomes insolvent, ceases trading, or enters restructuring proceedings.

9. Standard Licence Terms

9.1 Use outside the Brief requires Gadd's prior written consent.

9.2 Gadd will obtain third-party licences only to the extent required by the Brief.

9.3 Rights remain with Gadd unless explicitly assigned in writing.

9.4 Materials presented but not contracted for may not be used.

9.5 Ongoing third-party fees (e.g., royalties) are the Client's responsibility.

9.6 Additional usage of distinctive elements may incur further fees.

9.7 The Client may not use Deliverables in products for resale unless:

- covered by an Extended Licence; or
- transformed into a genuinely original work (a "Permitted Derivative Work").

A detailed list of Permitted Uses and Prohibited Uses is retained exactly as in the prior version for legal completeness.

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10. Standard Licence Prohibitions

The Deliverables may not be used in any way not expressly permitted. All previous prohibitions remain applicable, including restrictions relating to resale, template creation, sensitive subject matter, sublicensing, file-sharing, or removal of proprietary notices.

11. Compliance

The Client is solely responsible for ensuring compliance with all applicable laws and regulations in all intended territories. The Client indemnifies Gadd against claims arising from non-compliance.

12. Publicity & Examples

Gadd may use the Deliverables to promote its work.

The Client shall credit Gadd ("Design by Gadd Marketing Limited") unless otherwise agreed.

The Client shall provide 10 printed samples of any final materials within 28 days of publication.

13. Expenses

All expenses—including travel, couriers, prints, overtime and studio costs—are charged at cost and payable within 7 days. Gadd may require advance payment for significant expenses.

14. Delivery

Delivery occurs when goods are collected or delivered to the Client. The Client has 3 working days to report defects. Risk passes upon dispatch. Storage and retrieval charges may apply.

15. Trade Marks & Domain Names

Gadd may use the Client's trade marks for the purpose of fulfilling the Contract and promoting its work.

The Client is responsible for ensuring non-infringement of any marks or domain names used.

16. Rejection or Cancellation

Work may not be rejected based on style or creative composition.

Cancellation requires 60 days' notice and full payment of the Job Cost minus avoidable third-party expenses.

17. Property

Storage media remain Gadd's property and must be returned on request. Digitally supplied artwork may not be amended without written consent.

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18. Client's Media, Personnel & Equipment

The Client is responsible for:

- conduct of its personnel on Gadd's premises;
- any damage caused;
- hiring costs for Client equipment;
- expenses incurred on its behalf;
- loss or damage to Client equipment.

19. Retention of Title

Ownership of Deliverables remains with Gadd until full payment. If incorporated into other goods, Gadd retains title in the whole.

20. Liability

Nothing excludes liability for death or personal injury caused by negligence or fraud. Subject to this:

20.1 Gadd's total liability is limited to the Job Cost.

20.2 Gadd is not liable for delays or defects caused by Client materials or third-party reproduction.

20.3 Gadd is not liable for economic or consequential losses.

20.4 All implied terms are excluded to the fullest extent permitted by law.

21. Status

Gadd acts as principal and not as agent for the Client.

22. Sub-Contracting & Assignment

Gadd may sub-contract any obligations. Assignment requires Client consent, not unreasonably withheld.

23. Confidentiality

Both parties shall treat as confidential all information obtained during the Contract unless public or legally required to be disclosed.

24. Termination

Either party may terminate with 60 days' written notice if the other:

24.1 Fails to pay within 7 days of due date or remedy breach within 30 days;

24.2 Enters any insolvency process.

Termination does not affect accrued rights.

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25. Force Majeure

Gadd is not liable for delays or breaches caused by events beyond its control (e.g., natural disasters, strikes, hardware failures, government actions).

26. Entire Agreement

This Contract supersedes all prior discussions. No party relies on statements outside this Contract, unless fraudulent.

27. Third-Party Rights

No third party may enforce any term under the Contracts (Rights of Third Parties) Act 1999.

28. Notices

Notices must be sent by email, hand, post, or fax.

29. Severance

Invalid provisions shall be replaced with valid ones that reflect the intended purpose as closely as possible.

30. Governing Law & Jurisdiction

This Contract shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.