

# Estimates & Invoice Terms & Conditions

## 1. Interpretation

- 1.1. The definitions and interpretation set out in this condition 1 apply to the Contract:
  - 1.1.1. Contract: the agreement made between Tomorrow and the Client as set out in these Conditions;
  - 1.1.2. Client: the person, firm or company referred to in the Quotation who purchases Services;
- 1.2. These conditions are in addition to Tomorrow's Standard Terms and Conditions.

## 2. Briefing

- 2.1. Tomorrow cannot accept responsibility for missed deadlines due to the non acceptance of briefing instructions sent via the post or e-mail. Please ensure that you make a follow-up call to ensure that I am in receipt of the project and discuss the feasibility of your requirements and time scales.

## 3. Fees & Costs

- 3.1. The scope of a project is evaluated via calculating "charging out" resources on a time/cost basis plus 20% (twenty percent). It is normal working practice to provide a detailed production estimate for the approval of the Client before any work commences. All such estimates given by me shall be based on the clients instructions specifying the work required. Estimates are based on what I consider to be a reasonable time schedule for a project's completion during normal office hours, including the cost of time by me, and the cost of services anticipated to be provided by outside sources.

## 4. Estimates

- 4.1. Any estimate is valid for 14 (fourteen) days from the date of its issue, and is based upon the Client's instruction, brief and description of the work and services to be completed. All reversionary work or additional work requested by the Client following commencement of this commissioned work (including any services necessarily procured in order to carry out his work) which are not specifically referred to in the original estimate, shall be regarded as additional to the cost given in the estimate, and will be invoiced separately as 'author's corrections'.
- 4.2. Such expenses will be reimbursed by the Client as disbursements. All estimates of cost and services are calculated on an hourly basis plus 20%. All estimates exclude travel, courier and delivery costs associated with the project.

## 5. Cancellation

- 5.1. Once the estimate has been confirmed either verbally or in writing, the client may still cancel their instructions on the express condition that I/we shall be indemnified against all costs or fees incurred.

## 6. Invoicing and Payment

- 6.1. Tomorrow is entitled to retain material produced by, or on behalf of me until payment has been made in full of any outstanding invoice. Upon receipt of full payment, I will transfer all intellectual properties to the client. Should the Client fail to pay any outstanding invoice in due time we shall be entitled to treat that failure as a repudiation of the whole contract, forthwith to cease any continuing work for the Client and to recover costs

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and damages. Interest on all such sums due shall be charged at the rate of 3% per annum over the Base Rate.