



VIRTUS ELEMENTIS  
128 City Road, EC1V 2NX  
London, UK  
+44 7913669713  
andy@virtus-elementis.com  
[virtus-elementis.com](http://virtus-elementis.com)

## Terms & Conditions

Trading Terms & Conditions with Virtus Elementis Ltd, (Hereafter referred to as 'Supplier')

1. All prices estimated for a brief, whether written or verbally are subjects to further costs for any additional materials produced following the requirements of the project/brief. All amendments are inclusive in the quotation.
- 2. All jobs invoiced by Supplier are subject to payment whether or not a PO has been raised by client. Non-payment of any invoice will resume in legal action to recover any outstanding amount.**
3. Whilst every effort is made to achieve agreed deadline, non-adherence to this schedule by Client will not render Supplier financially liable in any way whatsoever for any deadlines being missed for any delivery of work.
4. Clients requiring work from outside of the UK will be required to pay 50% of the agreed cost in advance before any work is commenced.
- 5. Payment terms are strictly 30 days from delivery date of Service, an interest penalty may be incurred for accounts which are not paid by this time.**
6. Additionally, Supplier has the right to invoice for work put on hold by Client for any reason.
7. Any brief commissioned will be completed in a location of the Suppliers choice, using Suppliers own equipment/materials, to a time frame chosen by Supplier so as to meet Client deadline.
8. All work created by Supplier, including digital files and drawings, remain the property, both physically and intellectually, of supplier until full payment has been received by Client. This also applies to copyright. Supplier may use images for future self- promotion, unless agreed with the Client.
9. Any drawings/digital files completed by Supplier for Client will only be for use in job as initially briefed and specified on relevant invoice to Client, drawings/digital files (or any parts of) may NOT be used again any other presentation with consent of Supplier and may be charged accordingly for any further usage.
10. Once job has been approved by Client, any faults that arise will not result in Supplier being liable financially or otherwise.



11. Upon being commissioned, a substitute may possibly be offered to complete the Clients brief.

12. It is the Clients responsibility that all reference (including, but also not limited to images - photos, diagrams or illustrations, the Clients' own and third party logos as well as intellectual property in various media) provided to Supplier by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned brief. Supplier will accept no responsibility/liability at all for infringements caused by any supplied reference material from Client.

13. Whilst taking care to protect all media and correspondence supplied, Supplier won't accept liability or be held responsible financially or otherwise for any loss.

14. Supplier will not accept liability for any allegation or claim from the client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's copyright protected to registered trademark or brand, identity, streamline, logo, use of colour, imagery and content, product or otherwise. It is the sole responsibility of Client to seek relevant copyright protection if desired for any creative/intellectual property provided to the Client by Supplier

15. If at any point during the job, client wishes to cancel, they may do so but will be invoiced amount that Supplier believes to be proportional to the amount of work completed up to that point.

16. Supplier reserves the right to use both initial creative concepts and final work for the Suppliers own marketing activities (both online and offline) unless otherwise specifically requested/agreed with the Client.

**17. Client agrees that cancellation of work less than 24 hours before commencement of brief will result in Client being charged by Supplier a fee at least equal to a standard day rate work.**

18. By commissioning Supplier, Client is agreeing fully to its Trading Terms and Conditions as set out in this document.