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Business Branding Services Agreement

Effective Date: Date of purchase

Between

KLR Branding (A trading name used by David Orchard-Lisle, a sole trader) Address: 29 Woolram Wygate, Spalding, PE11 1PB Email: info@klrbranding.co.uk Telephone: 020 3488 6829 Mobile: 07984 646929

And

The Client The company or persons who purchased the services

Recitals

This Agreement sets out the terms and conditions for the provision of professional business branding services by KLR Branding to the Client. Both parties acknowledge that they have reviewed this Agreement and had the opportunity to seek independent legal advice. This document clarifies the complete arrangements for the ongoing provision of the Services.

1. Definitions and Interpretation

1.1 **"Agreement"** means this Business Branding Services Agreement including any schedules or Order confirmations attached hereto.

1.2 **"Services"** means the business branding services provided by KLR Branding under this Agreement, which include, but are not limited to:

- **Brand Strategy Consultation:** Developing overall brand strategy, market positioning, and brand messaging.
- **Logo Design:** Creating or refining logos.
- **Business Card Design:** Designing professional business cards.
- **Email Signature Design:** Creating email signature graphics and templates.
- **Flyer Design:** Developing flyer designs for promotional use.
- **Corporate Identity Materials:** Designing letterheads and other collateral that embody the brand identity.
- **Marketing Collateral Design:** Creating brochures, presentations, and other promotional materials.

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- **Digital Branding:** Developing digital assets for websites and social media (e.g., banners, profile images, and templates).
- **Brand Guidelines:** Documenting standards for the use of visual identity elements and tone of voice.
- **Additional Branding Services:** Any other branding-related work agreed upon in writing.

Note: The list above is not exhaustive.

1.3 **"Order"** means any written confirmation (including email correspondence) whereby the Client specifies the required Services and KLR Branding confirms commencement and completion arrangements.

1.4 **"Confidential Information"** means any non-public information disclosed by one party to the other in connection with this Agreement.

2. Scope of Agreement

2.1 **Services Provided:** KLR Branding agrees to provide the business branding Services described above. Specific details—including the scope of work and any deliverables—will be agreed between the parties via email and will form an integral part of the relevant Order.

2.2 **Commencement and Completion:** Where possible, KLR Branding shall commence work on a mutually pre-agreed date. Depending on the volume and complexity of the branding tasks, some assignments may be completed within a short timeframe while larger projects may require work over several days. In all cases, KLR Branding will use reasonable endeavours to complete the Services as promptly as practicable.

3. Orders and Acceptance

3.1 **Order Process:** The Client shall communicate job particulars via email. Upon receipt, KLR Branding will confirm acceptance of the Order, which will then form part of this Agreement.

3.2 **Order Details:** Each Order issued by the Client will specify the scope, deliverables, and any timing requirements. The corresponding invoice will detail the actual time worked, as described in the Order confirmation.

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4. Pricing and Payment

4.1 Fees and VAT: The Services are charged at a rate of **£45 per hour**, with work billed in 15-minute increments. KLR Branding is not VAT registered; therefore, no VAT will be applied to or charged on any invoices (unless registration status changes).

4.2 Invoicing: KLR Branding will invoice for work completed during the preceding week at the start of the following week. Each invoice will include a detailed breakdown of the hours (or billing increments) worked as per the accepted Orders.

4.3 Payment Terms: Payment is due within one working day of the invoice date.

4.4 Expenses: Any reasonable, out-of-pocket expenses incurred by KLR Branding in connection with the Services, provided these have been pre-approved in writing by the Client, shall be reimbursed upon submission of appropriate receipts.

4.5 Late Payment Interest and Charges: If any invoice remains unpaid beyond the stipulated payment terms, interest on the overdue amount shall accrue in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and subsequent regulations. Interest will be charged at a rate of 8% above the Bank of England base rate in force on the due date, accruing daily until full payment is received. In addition, the Client may be liable to pay a fixed compensation sum for recovery costs as provided under the Act.

4.6 Price Review and Adjustments: The fees and charges set forth in this Agreement shall be subject to a review every April and may be adjusted in line with business cost increases and inflation. KLR Branding shall provide the Client with at least 30 days' written notice prior to any such adjustment taking effect. Any changes to the pricing will become effective on the date specified in the notice unless the parties mutually agree otherwise in writing.

5. Delivery and Performance

5.1 Work Commencement: Following confirmation of an Order, KLR Branding will commence work within one working day, subject to the volume and complexity of the tasks specified in the Order.

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5.2 Performance Standard: All Services will be provided with due professional care and in line with industry standards. KLR Branding will use reasonable efforts to complete tasks promptly and to the satisfaction of the Client.

5.3 Delay Due to Illness or Unforeseen Health Circumstances: If KLR Branding is unavailable due to illness or other unforeseen circumstances affecting its performance, it reserves the right to delay the commencement, performance, or completion of the Services. The Client will be notified at the earliest opportunity and efforts will be made to reschedule the affected Services on mutually agreeable terms.

5.4 Revisions and Approvals: All hours spent on revisions and approvals requested by the Client, beyond any scope expressly included in an Order, shall be chargeable at the agreed hourly rate. The Client acknowledges that revisions or additional adjustments to designs and deliverables are considered additional billable work.

6. Intellectual Property

6.1 Ownership and Licence: Unless otherwise agreed in writing, all intellectual property rights in any materials or deliverables created by KLR Branding in performing the Services shall remain with KLR Branding until full payment is received. Upon full payment, the Client is granted a non-exclusive, non-transferable licence to use the deliverables solely for their intended purpose as specified in this Agreement.

6.2 Third-Party Materials: Any third-party materials incorporated into the Services shall remain subject to the relevant third-party licence terms.

6.3 Pre-Existing Intellectual Property: Any intellectual property owned by KLR Branding prior to the commencement of the Services—including tools, templates, or methodologies—shall remain its sole property.

6.4 Exclusivity and Use of Work: Upon full payment, the Client is granted an exclusive license to use the final deliverables for their intended purpose only. KLR Branding retains the right to showcase the work in its portfolio and marketing materials unless the Client expressly requests otherwise in writing.

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7. Warranties and Disclaimers

7.1 Warranty: KLR Branding warrants that the Services will be provided in a professional and workmanlike manner.

7.2 Disclaimer: Except for the express warranty above, KLR Branding disclaims all other warranties—whether express, implied, or statutory—including any implied warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by law.

7.3 Client Data Accuracy: The Client warrants that all information and materials provided to KLR Branding for the purposes of delivering the Services are accurate, complete, and current. KLR Branding shall not be liable for any errors or inaccuracies in the branding materials or strategies arising from data provided by the Client.

8. Limitation of Liability and Indemnity

8.1 Limitation of Liability: Subject to applicable law, the total liability of KLR Branding under or in connection with this Agreement for any claim arising from the Services shall not exceed the total fees paid by the Client for those Services under the applicable Order. Neither party shall be liable for any indirect, consequential, or punitive losses.

8.2 Indemnity: Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities (including reasonable legal costs) arising from its own negligence or breach of this Agreement.

9. Confidentiality

9.1 Confidentiality Obligations: Each party shall treat all Confidential Information received from the other as confidential and shall not disclose that information to any third party except where required by law or as necessary for the performance of this Agreement.

9.2 Duration: The confidentiality obligations hereunder shall survive termination of this Agreement for a period of two (2) years.

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10. Term and Termination

10.1 Term: This Agreement commences on the Effective Date and remains in effect until terminated in accordance with its terms.

10.2 Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party is in material breach and fails to remedy such breach within 30 days of receiving written notice.

10.3 Termination for Non-Payment: KLR Branding reserves the right to suspend or terminate the provision of Services if payment is not received within one working day following invoicing.

10.4 Termination Without Cause: Either party may terminate this Agreement without cause by providing at least four weeks' written notice to the other party. Termination without cause shall be effective at the end of the notice period, and the Client shall pay for all Services rendered up until the effective termination date.

11. Governing Law, Dispute Resolution, and Jurisdiction

11.1 Dispute Resolution: In the event of any dispute arising out of or relating to this Agreement, the parties agree first to attempt to resolve the matter by negotiating in good faith. If negotiations fail within 30 days, the dispute shall be submitted to mediation before any legal proceedings ensue.

11.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.3 Jurisdiction: Any disputes not resolved by mediation shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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12. Miscellaneous

12.1 Entire Agreement: This Agreement, together with any Orders and attachments, constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, or agreements (whether written or oral).

12.2 Amendments: Any amendments or modifications to the scope of Services requested by the Client must be agreed in writing by both parties. Any additional work requested will be charged at the agreed hourly rate (£45 per hour) based on the time required.

12.3 Notices: All notices under this Agreement must be in writing and delivered either in person, by recorded delivery/post, or by email to the addresses provided above. A notice is deemed received when delivered in person, upon postal acknowledgement of delivery, or when the email is successfully sent (with no delivery failure notification).

12.4 Force Majeure: Neither party shall be liable for delays or non-performance caused by circumstances beyond its reasonable control, including natural disasters, strikes, or other force majeure events.

12.5 Assignment: Neither party may assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other party.

12.6 Survival: The provisions of Sections 6, 7, 8, 9, 10, 11, 14, and 15, and any clauses intended to survive termination, shall remain in force after termination of this Agreement.

12.7 Consumer Protection: If the Client is acting in a personal capacity rather than on behalf of a business, the Client's statutory rights under applicable consumer protection laws—including the Consumer Rights Act 2015—shall not be affected by this Agreement.

12.8 Severability: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent possible and the remainder of this Agreement shall remain in full force and effect.

12.9 Business Continuity and Disaster Recovery: KLR Branding will maintain digital records and backup copies of the Services in accordance with industry best practices. However, KLR Branding shall not be liable for any loss or interruption of Services due to technical failures or unforeseen events beyond its reasonable control.

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12.10 Ongoing Communication and Amendments: Both parties agree to maintain open communication regarding changes to service delivery. KLR Branding will provide reasonable notice of any proposed amendments to the scope or methods of service provision, which shall only become effective upon written mutual agreement.

12.11 Record Retention: KLR Branding shall retain records of the Services in compliance with applicable UK statutory retention requirements and industry best practices. The Client acknowledges that KLR Branding's responsibility for record retention is subject to these statutory periods.

13. Acceptance

No formal signature is required. The Client's purchase of Services or submission of an Order via email or other means constitutes unconditional acceptance of all the terms and conditions set forth in this Agreement. Electronic acceptance (including email confirmations) shall be deemed a binding signature. This Agreement becomes effective on the Effective Date upon the Client's purchase or Order confirmation.

14. Data Protection

14.1 Compliance: Where personal data is processed in connection with the Services, both parties shall comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

14.2 Roles and Instructions: Unless otherwise agreed in writing, the Client shall act as the data controller and KLR Branding as the data processor with respect to any personal data processed under this Agreement. KLR Branding shall process such personal data strictly in accordance with the Client's documented instructions as set out in this Agreement or as otherwise agreed in writing.

14.3 Security Measures: KLR Branding agrees to implement appropriate technical and organisational measures to safeguard personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

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14.4 Data Subject Rights: The parties will cooperate to enable the Client to respond to any requests from data subjects for access, correction, or deletion of personal data in accordance with applicable data protection laws.

14.5 Data Breach: In the event of a data breach affecting personal data processed under this Agreement, KLR Branding shall promptly notify the Client and cooperate to mitigate any adverse effects.

14.6 Sub-Processing: KLR Branding shall not engage any sub-processor without the Client's prior written authorization. Any authorised sub-processing shall be subject to terms at least as protective as those in this Agreement.

14.7 Non-Applicability: If the Services do not involve the processing of personal data, this Data Protection clause shall have no effect.

15. Independent Contractor Status

15.1 Independent Contractor: Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between KLR Branding and the Client. KLR Branding is engaged solely as an independent contractor.

15.2 Independent Legal Advice: Each party acknowledges that it has had the opportunity to seek independent legal advice regarding this Agreement and enters into it freely without reliance on any representations not expressly set forth herein.

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