

Terms & Conditions of Business

This information has been compiled for the purpose of informing Clients of our joint obligations and responsibilities when we work together.

Communication is key to a successful working relationship between a client and their agency. Should you have any issues with how we do business or how we, please reach out by emailing hello@turnwheel.co.uk and we will ensure someone gets back to you as soon as possible to address your concerns.

Thank you.

1. Definitions

Turnwheel

Refers to Turnwheel Ltd, a company registered in England & Wales with the company registration number of 14647323.

Client

Refers to the person(s), business(es) or organisation(s) referred to in email correspondence, a Quotation or Estimate of Fees who is purchasing or has expressed an interest in purchasing professional services provided by Turnwheel Ltd.

Director

Refers to Neil Bowness, the director of Turnwheel Ltd.

Quotation

Refers to the cost of professional services provided by Turnwheel to a Client or prospective client, based on a confirmed scope of works and/or specification.

Estimate of Fees

Refers to a provisional financial amount provided by Turnwheel to the Client and will be confirmed as a Quotation once full requirements and specifications are confirmed.

Contract

Refers to the agreement made, verbally or in writing (including email), between Turnwheel Ltd and the Client as set out in these Conditions and/or any other document which is formally agreed by both parties in advance of Services being undertaken.

Services

Refers to the services provided by Turnwheel Ltd as set out in the Quotation, together with any other agreed additional services provided by Associates of Turnwheel Ltd to the Client.

Associates

Refers to any individual, agent or organisation sub-contracted by Turnwheel Ltd for the provision of complimentary or specific services for the satisfactory completion of a Client Commission. Turnwheel Ltd is not obliged to disclose the involvement of an Associate in any Commission, nor the extent of their involvement. There may be instances where Associate fees are to be paid directly by the Client; in such circumstances the Client shall be informed at the Quotation stage.

Commission

Refers to an instruction or request made by a Client for Turnwheel Ltd to provide professional services. The Commission will be deemed complete once the tasks involved are completed to the agreed specification and/or Client approval.

Deliverables

Refers to, without limitation, any document (printed or digital), website, graphics, written content, photography, video footage, software, verbal consultation, reports, data or specifications created by Turnwheel Ltd as part or whole of any agreed Services or Commission.

Client Material

Refers to, without limitation, any document (printed or digital), data, reports, specifications, software, photography and video footage, including any further unspecified materials owned by the Client which may be beneficial or required by Turnwheel Ltd in order to undertake their Services for the Client.

Content

Refers to the text, photography and other graphic elements required for the creation of a website other digital communications, printed materials and social media.

2. Confidentiality

Information provided by Turnwheel Ltd as part of any business proposal or tender process should be considered confidential and of a commercially sensitive nature, and may not be shared with other persons beyond the intended recipient(s) without prior permission.

The Client is required to keep in strict confidence any processes, specifications, technical information or commercial know-how imparted to the Client, their employees, agents or sub-contractors as part of the Services provided by Turnwheel Ltd.

Likewise, should it be required to protect Intellectual Property or prevent the disclosure of commercially sensitive information, any Client may request a binding Non-Disclosure Agreement between themselves and Turnwheel Ltd.

Should any Non-Disclosure Agreement require the services of a legal professional, any fees shall be paid by the Client unless otherwise agreed in writing.

3. Quotations and Estimates

Quotations are valid for thirty days unless stated otherwise and given in good faith. It is the responsibility of the Client to read the information provided in a Quotation and notify Turnwheel Ltd of any errors, omissions or amendments prior to work commencing.

The acceptance of a Quotation by a Client or an authorised employee or agent constitutes approval by the Client for the purchase of professional services provided by Turnwheel Ltd.

Acceptance of a Quotation and instructions to proceed with a Commission may be written, including by email, or verbal, which Turnwheel Ltd shall acknowledge and indicate a start and, if possible, a completion date.

The submission of a Quotation or Estimate of Fees or other proposal or tender document does not constitute a formal contract. Either party may decline to proceed with the Commission before any Services have commenced.

Turnwheel Ltd shall endeavour to provide the Services described in the Quotation and to meet any deadlines or performance dates specified. Please note that any such dates shall be given as best estimates only. The Client also agrees to work with Turnwheel Ltd in a co-operative manner and provide accurate information, including Content, to ensure Turnwheel Ltd can deliver the Services described in the Quotation and achieve any agreed schedule.

4. Fees: Studio Hourly Rate

Our standard studio rate is indicated on our Estimates and Quotations, and is applicable for:

- creative concepts and design development;
- preparation of artwork for print production;
- preparation of graphics for digital reproduction on the web, for email campaigns and social media;
- studio photography (products, samples, portraits etc);
- location photography (property, landscapes, portraits etc);
- art direction of photography (studio and location);
- photography and video editing;
- copy-writing for print, digital, social media and PR communications;
- and any as yet unspecified activities not listed above.

The standard studio rate is applicable for work undertaken by all members of staff at Turnwheel Ltd, including any Associate resources unless otherwise stated.

A minimum time of 30-minutes is chargeable for any new project or client instruction.

5. Client Obligations

The Client shall, in all matters, co-operate with Turnwheel Ltd, including any sub-contractors appointed for the purposes of the Commission, and all matters relating to the Services provided by Turnwheel Ltd.

The Client will endeavour to provide, in a timely manner, information, Content or any other assets reasonably required so that Turnwheel Ltd may undertake their Services with respect to the Commission. Turnwheel Ltd cannot be held responsible for any delay in the delivery of a Commission, nor be liable for any costs, charges or losses sustained or incurred by the Client, where such materials have not been provided in a timely manner.

It is a requirement of the Client to ensure all such material is owned by the Client – please refer to Content Ownership and Copyright.

No Client may solicit, entice away or attempt to employ any employee of Turnwheel Ltd within a period of 3-months after the last date of supply of the Services without the written consent of the director of Turnwheel Ltd.

6. Speculative Work

Turnwheel Ltd does not undertake speculative work including, but not limited to, creative concepts for campaigns, brand identities or websites, or as part of a competitive pitch or tender. Project briefing, specifications and fees must be approved in writing before any project commences.

7. Pro-Bono Work

There may be instances where Turnwheel Ltd will undertake projects for charitable or third-sector organisations with whom our ethos is closely aligned on an unpaid capacity. Please do not interpret this to mean that we will work for free. Turnwheel Ltd reserve the right to determine the circumstances and criteria that qualify for pro-bono activities.

8. Discovery and Research

Undertaking desk-based or other research to gain a better understanding of a Client, their business sector, products and services, customers and competitors will help better inform Turnwheel Ltd with respect to the delivery of Services, creative activities and strategic recommendations.

To this end, discovery and research activities by Turnwheel Ltd may be billable, with any findings and observations made available to the Client as part of the wider Commission.

9. Client Meetings

Client meetings involving business consultancy, development of briefs, value proposition and brand development workshops, marketing strategy and planning are, unless agreed, chargeable and billed separately to any Quotation and chargeable at the standard studio rate. Fees for such meetings will be advised in advance.

Travel (both return journey time and costs incurred) to client premises or meeting locations, or such locations required for other business related activities, is billable. Expenditure incurred by Turnwheel Ltd for subsistence and overnight accommodation is billed to the Client at cost.

10. Author's Amends

Clients may provide their own written content for any Commission, the provision of which will be deemed as the approved Content for the purpose of Turnwheel Ltd being able to complete that Commission. It is acceptable that, within reason, the Client may wish to make minor amends to this Content.

Should any changes to supplied Content be significant in nature, Turnwheel Ltd reserve the right to consider these to be Author's Amends and bill accordingly for additional studio time incurred to update designs, artwork, website etc at our standard hourly rate.

11. Change of Scope or Specification

Should the Client decide that changes to the scope or specification of the Commission are required after work by Turnwheel Ltd and/or their Associates has commenced, Turnwheel Ltd may accept these changes with the provision that additional charges may have to be negotiated and agreed in advance of further works being undertaken.

Notwithstanding, should the change in scope or specification be of a significant nature, Turnwheel Ltd reserve the right to terminate the Contract and bill for an appropriate percentage of the overall Commission fees in-line with the Quotation and Services provided to such time.

Any information or Content which is supplied late or is in addition to that which has been agreed, or represents a substantial change in the Commission, shall be deemed as Author's Amends and shall be subject to additional charges above the fees laid out in any Quotation.

12. Proofing

Whilst making every effort to ensure accuracy and quality, Turnwheel Ltd accept no responsibility or liability for errors overlooked after a Commission has been approved and the Deliverable 'signed off' by the Client.

Approving the proof, including text content and usage rights for images, is the responsibility of the Client.

Should artwork for a Commission be sent to print, any further amends shall be classed as Author's Amends (see above) and additional charges may be incurred, either by Turnwheel Ltd and/or the printer.

13. Cancellation

Should the Client wish to cancel the Commission at any point they will be liable for the Services that have already been undertaken by Turnwheel Ltd and/or their Associates and shall be invoiced accordingly. In such an instance, Turnwheel Ltd shall provide an itemised statement of all works undertaken.

14. Advance Payment

In certain circumstances, Turnwheel Ltd shall request an advance payment of part of the total Commission fees before any work commences. Where this condition is applicable, this shall be specifically outlined in the Quotation provided. After work has commenced this advance payment is deemed as non-refundable.

Where large volumes of printed material or items are ordered by the client, it is reasonable that Turnwheel Ltd may request advance payment to cover the purchase of such materials.

15. Payment

Once the Commission has been completed payment of all project fees are due and an invoice shall be issued to this effect. Payment terms are 14-days net of the invoice date, unless previously agreed otherwise.

Payment can be made by electronic transfer or by company cheque (made payable to Turnwheel Ltd), and in GB pounds only.

16. Late Payment

Payments are due 14-days net of the invoice date. Accounts that have not been settled may incur a late payment charge of £90.00 per calendar month overdue.

If the Client is unable to pay invoices within the 14-day timescale they must inform the Turnwheel Ltd at the earliest possible instance to avoid late payment charges.

Should any invoices remain unpaid, or should Turnwheel Ltd believe that subsequent invoices may not be paid, Turnwheel Ltd reserve the right to suspend work on a Commission until adequate assurances that full payment will be made.

17. Payment for Websites

Typically, website design and development Commissions will be billed as follows:

- 50% of total fees, upon which scope, planning and design Services shall commence in-line with the Client brief.

- 30% at the point where the website is ready for the Client to review in browser, access provided to the content management system and the Client is able to begin adding content.

- 20% prior to the website being published to a live domain.

Websites hosted by Turnwheel Ltd will be made live on receipt of the final payment. Any artwork and files for websites hosted by a third party shall be released upon receipt of final payment.

18. Domain Registration

All costs arising from the registration of a domain name shall be met by the Client. It is the Client's responsibility to renew their domain names unless Turnwheel Ltd are commissioned to purchase these on behalf of the Client.

Turnwheel Ltd cannot be held liable for domains which have lapsed or expire. We will, however, make reasonable effort to contact you regarding domain renewal prior to the expiry date.

19. Website Hosting

If required, Turnwheel Ltd will host a Client website on a shared server, a service for which annual hosting fees and the annual renewal of a secure Certificate (SSL) will be charged.

Our standard website hosting fees, including the purchase and applying of an SSL Secure Certificate, are per annum and included in the Quotation.

We will endeavour to provide a reliable and professional hosting service, but no guarantees can be provided in respect of uptime, and Turnwheel Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of the hosting service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Website support and service level agreements may be negotiated separately to the standard provision, with additional fees advised in respect of the Services provided.

20. Website Hosting Renewal

Hosting renewal is due on a yearly basis from the date that the Client's website was published to a live domain and Turnwheel Ltd shall automatically assume that uninterrupted hosting is to continue unless specifically notified in writing by the client not less than 14-days before the hosting is due to expire.

Turnwheel Ltd is not obliged to refund any monies in respect of hosting for part of any annual arrangement, i.e., if the Client wishes to make alternative hosting arrangements part way through the term.

The date of renewal will be annually from the date the website was ordered by the client. We reserve the right to deactivate any website 30-days after the hosting has expired and the Client has not paid the renewal fee.

The website may be re-instated upon full payment of fees, however, Turnwheel Ltd reserve the right to withdraw website hosting Services to any Client without need for justification. In such an instance, Turnwheel Ltd shall provide a back-up of the website files upon payment of any outstanding fees.

21. Content Provision

'Content' refers to the text, photography and other graphic elements that will appear on your website or other digital communications, printed materials and social media. Clients can either provide their own content, or commission Turnwheel Ltd to create this information.

Content creation, including copywriting, is not a free service and is billable at our standard rate. If content creation is included in the project fees, this will be stated in advance, otherwise it is the responsibility of the client to provide this information in a suitable electronic format.

22. Content Ownership and Copyright

It is the client's responsibility to ensure that any Content (text, photography or other graphic materials) provided for use on websites or other digital communications, printed materials including advertising, exhibitions and social media is owned by the Client, or is free from copyright, or has had appropriate permissions granted by the copyright owner to legitimately use the Content as part of the Commission.

It is the Client's responsibility to indemnify Turnwheel Ltd against all losses, costs, charges or legal proceedings which they may incur arising as a result of any claim or action arising from use of Content (including, but not limited to, text information, photography, video, illustrations, motion graphics and audio files) which constitutes an infringement of the intellectual property rights of a third party and/or creator of such materials.

23. Website Testing

The Client is expected to fully test any application or functionality relating to a website developed by Turnwheel Ltd and be satisfied that it is functioning as expected before it is made live.

Where 'bugs', errors or other issues are found after the website is live, Turnwheel Ltd will endeavour to correct these issues to meet the standards of function outlined in the brief, free of charge, for the first 2-months of operation.

Should any issues be identified after this time and which need rectifying, it is at the discretion of Turnwheel Ltd to determine if this constitutes paid-for work or if it can be undertaken without charge.

24. Website Maintenance & Support

Upon launch to a live domain, a website is provided to and accepted by the Client as a fully functioning, completed Commission.

Ongoing maintenance including software and technical updates can be provided upon request, and for an agreed monthly fee representative of the level of support required. Technical support of this nature does not include Search Engine Optimisation or Content creation.

Support for websites outside of any such agreement will be subject to additional fees based on the standard studio rate.

25. Data Loss and Control

The Client has sole responsibility for any information or files relating to their website. In the event of a data loss on the hosting service, Turnwheel Ltd will endeavour, without obligation, to provide a recent backup of the website pages and database content.

However, the website is the responsibility of the Client, and they should keep regular backups of the website unless a special arrangement has been made with Turnwheel Ltd to provide such a service.

By entering a Contract with Turnwheel Ltd, the Client agrees to comply with its obligations as a data controller under the provisions of the Data Protection Act 1998.

26. Search Engine Optimisation (SEO)

Each website created by Turnwheel Ltd shall have global meta information applied for the benefit of search engine optimisation. The order in which websites are ranked in 'organic' search engine results pages (SERPs) are determined by search engines, over which Turnwheel Ltd has no control or influence.

Turnwheel Ltd does not guarantee any specific placement or higher placement on search engine results pages and, while your site can be optimised for this, no guarantees will be made about the success of any search engine promotion activity.

Turnwheel Ltd provide SEO as part of their portfolio of Services, however, any Client may introduce a third-party business or consultant to undertake such activities. In such an instance, Turnwheel Ltd will not be liable for any detrimental effect on the performance of the website.

27. Copyright

Turnwheel Ltd asserts its right to be credited as the author of any Deliverables created for the Client as part of the Commission, including the final creative solution and any preceding development work and concepts undertaken to reach the final approved Deliverables.

Any copyright is transferred to the Client upon complete and final payment for the Commission.

Turnwheel Ltd retains moral rights to the work, meaning that we assert the right of attribution, the right to the integrity of the work and the right to have the work published in any format or media for the purpose of promotion of Turnwheel Ltd.

28. General Liability

Turnwheel Ltd cannot be held responsible for anything which adversely affects the Client's business operation, sales, or profitability that they might claim is a result of a Service offered or Deliverable provided by Turnwheel Ltd.

Turnwheel Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines and shall make every reasonable effort to meet agreed deadlines or inform the client in advance if deadlines are not achievable.

Turnwheel Ltd will not be liable or become involved in any disputes between the Client and their customer(s) and cannot be held responsible for any wrongdoing on the part of a website owner (the Client).

29. Complaints Procedure

We hope you are happy with our service and always want our clients to have a very good and positive experience with Turnwheel Ltd.

If this is not the case, please raise the matter in writing by email to hello@turnwheel.co.uk clearly outlining the grounds for complaint. We shall acknowledge the complaint within 3 working days and make a full and considered response to the complaint within 7 working days.

Any subsequent remedy will be implemented with the minimum of delay.

Turnwheel Ltd

Registered Office:

Fellsdale, Dove Nest Lane, Endmoor, Kendal LA8 0EY

Company Registration Number:

14647323

This document was last reviewed and updated in February 2025.
