



ThursdaysThinking.Digital Ltd will be supplying various services to the person or organisation named on its invoice and that is the client.

### **Client and Contractor terms**

Sometimes we work through a third party such as a web design or PR agency and in those cases, to avoid doubt, the relationship remains between ThursdaysThinking.Digital Ltd and the design agency unless agreed otherwise.

The great majority of our relationship is defined in our email correspondence and at all times the word and spirit of those emails defines the relationship between us and the client. Where matters are discussed, it is strongly recommended that these matters are confirmed by email to avoid any doubt.

You (the client) cannot undertake work outside of our agreement with our contractors for 12-months post-completion of any agreed work. All contractor's whom are brought into for ThursdaysThinking.Digital Ltd are under contractual obligation to not compete and therefore are not to be approached or used in any way that constitutes a breach of this contract between us and our contract with our contractors.

### **Payment Terms**

ThursdaysThinking.Digital Ltd will charge what has been agreed and the client agrees to pay us within 30-days of date of invoice unless agreed otherwise.

We shall always use all reasonable care and attention to do things as well as we can and we expect clients to also provide us with the necessary information and items to conduct our services on a timely and efficient basis.

If we make a mistake or do something wrong and we accept that mistake, then the liability can never exceed the charges which we have invoiced in respect of those services.

If you want to stop working with us or we want to stop working with you, then, unless agreed otherwise, monthly and quarterly billed services require one months' notice and ad hoc services require one month notice. At the end of the notice period all invoices from ThursdaysThinking.Digital Ltd must be paid and neither party owe the other party anything.

If we must go legal on stuff then we agree to do so in a court based in England and Wales and following those laws. If third party debt collection costs are incurred on overdue invoices, then the client agrees to indemnify ThursdaysThinking.Digital Ltd on all reasonable charges associated with that collection.

### **Late Payment Fees**

We follow the [government's guidance](#) on late payment compensation. Statutory interest on any amount owing is calculated daily at 8% plus the Bank of England base rate. We also charge a fixed debt recovery cost as set out by the late payment legislation. This is £40 on debt up to £999.99 and £70 for debts of £1,000 or more.

If you think you might have problems paying on time please let us know. In certain circumstances we may be able to waive these charges or extend your payment terms.

### **Intellectual Property Rights**



Where appropriate, any written work provided by ThursdayThinking.Digital Ltd is your intellectual property IF the invoice for said work has been paid in full. Until that time any IP rights remain with ThursdayThinking.Digital Ltd.

If the client is required to purchase/procure additional subscriptions to third-party providers, all data and work on those platforms remains your IP.

Our registered office is: 1 & 2 The Old Barn, Oldwick, West Stoke Road, Lavant, Chichester, PO18 9AA

