

CORMACK

Service Level Agreement

This Service Level Agreement (SLA) outlines the terms and conditions between Cormack Advertising Limited, located at Studio 110 Mare Street Studios, Hackney, London E8 3JS, and its clients.

1. Service Description

Cormack Advertising Limited provides advertising services including but not limited to creative design, marketing strategy, media planning, and digital advertising.

2. Payment Terms

Payment terms are strictly outlined on the invoice. Failure to adhere to these terms may result in additional charges and/or termination of services.

3. Invoicing Details

Any changes to invoicing details must be communicated to the accounts team within seven days of receipt of the invoice. An administration charge may be applied for changes made after this timeframe. If requested we may invoice a third party for payment. However, in the event that the third party fails to pay the invoice for any reason, you remain liable for the unpaid amount.

4. VAT

Value Added Tax will be applied at the prevailing rate on the inclusive fee, unless otherwise advised prior to the invoice being submitted. While Cormack Advertising Limited will comply with any VAT exemptions or adjustments required, clients are responsible for informing Cormack Advertising Limited prior to invoicing. VAT adjustments or repayments will not be made once the invoice has been paid and reconciled.

5. Payment References

All payments must use the invoice number as the payment reference to ensure accurate and timely processing.

6. Queries and Changes

Clients are encouraged to communicate any queries or changes related to invoices promptly to the accounts team. Cormack Advertising Limited reserves the right to apply administration charges for late notifications or changes.

7. Service Performance

Cormack Advertising Limited is committed to providing high-quality advertising services in a timely manner. Any deviations from agreed-upon service levels will be addressed promptly and professionally.

8. Termination of Services

Cormack Advertising Limited reserves the right to terminate services in the event of repeated late payments, breach of contract, or other significant violations of this agreement.

9. Confidentiality

Both parties agree to maintain the confidentiality of any sensitive information shared during the course of the business relationship.

10. Brand Names

Cormack Advertising Limited understands the importance of brand identity and will conduct preliminary online searches to identify potential conflicts with proposed brand names. However, it is essential for clients to undertake thorough due diligence checks to ensure the uniqueness and availability of their chosen brand names.

While Cormack Advertising Limited will assist in identifying obvious conflicts, the final responsibility for ensuring the suitability and legality of the brand name rests with the client. Cormack Advertising Limited cannot be held liable for any conflicts or legal issues that may arise due to the selection of a brand name.

Clients are encouraged to consult legal professionals or trademark experts to conduct comprehensive searches and assessments of proposed brand names to mitigate any potential risks or conflicts in the future. It is imperative that clients understand and accept the inherent risks associated with brand naming decisions.

By engaging Cormack Advertising Limited's services, clients acknowledge their understanding of this clause and agree to undertake the necessary due diligence measures to safeguard their brand identity and legal interests.

11. Copyright

Cormack Advertising Limited retains all copyrights associated with the advertising and design services provided, even after the client has made payment. Unless explicitly agreed upon in writing, all rights, including but not limited to intellectual property rights, remain with Cormack Advertising Limited.

Clients are granted a limited, non-exclusive license to use the delivered materials solely for the purposes outlined in the agreement between Cormack Advertising Limited and the client. Any unauthorised use, reproduction, or distribution of the materials without prior written consent from Cormack Advertising Limited is strictly prohibited.

Unless otherwise stated, the copyright on all photographs remains with the photographer. Whilst they may be used as part of the commissioned work, they may not be stored, used, or reproduced for any third-party commercial purpose without the express prior consent of the owner.

Upon full payment for the services rendered, clients may use the delivered materials in accordance with the agreed-upon terms. However, ownership of the intellectual property rights, including copyrights, trademarks, and any other proprietary rights, shall remain with Cormack Advertising Limited unless otherwise agreed upon in writing.

Clients agree not to modify, reproduce, or distribute the materials provided by Cormack Advertising Limited without obtaining explicit consent. Any unauthorised use of the materials may result in legal action to protect Cormack Advertising Limited's intellectual property rights.

12. Data Usage and Privacy

We will only use your personal data when legally permitted. The most common uses of your personal data are:

- Where we need to perform the contract between us.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally, we do not rely on consent as a legal ground for processing your personal data, other than in relation to sending marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information we collect.

We may share your personal data with trusted third parties for specific purposes, such as payment processing or delivery of services. These third parties are contractually obligated to maintain the confidentiality and security of your personal data and to use it only for the purposes specified by Cormack Advertising Limited.

We will retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying any legal, accounting, or reporting requirements.

You have the right to request access to, correction of, or deletion of your personal data. You also have the right to restrict or object to the processing of your personal data. For more information on your rights and how to exercise them, please contact us.

13. Ordering

By ordering by telephone or by email, you agree to be bound by these terms and conditions. All orders and requests for our services will be subject to our acceptance, which will be notified to you when we confirm your order.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

This Service Level Agreement is effective upon the instruction of Cormack Advertising Limited and shall remain in effect until terminated by either party with written notice. Amendments to this agreement must be made in writing and agreed upon by both parties.

By engaging the services of Cormack Advertising Limited, both parties acknowledge and agree to the terms outlined in this Service Level Agreement. We reserve the right to amend these terms from time to time and new versions will be available on our website.

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