

# Homes & Communities Agency

## Statement of Work

|                          |                              |
|--------------------------|------------------------------|
| <b>Client:</b>           | Homes & Communities Agency   |
| <b>Project Name:</b>     | Brand positioning & naming   |
| <b>Date:</b>             | 24 <sup>th</sup> August 2016 |
| <b>Prepared By:</b>      | Chloe Walsh, Ragged Edge     |
| <b>Document Version:</b> | V1                           |

### Overview of work

This statement of work outlines how Ragged Edge will support you in this early stage of brand development, delivering a positioning narrative and working name

#### 1. Understanding

Understand the commercial ambitions and market context for HCA

#### 2. Define

Develop and agree a positioning that clearly identifies what HCA stands for

#### 3. Create

Generate a working name and articulation of the HCA brand story

### 1. Understand

#### Overview

Understand the commercial ambitions and market context for HCA

#### Project specific requirements

Included within our fees for this element will be the following:

- Kick off and project planning: project setup with the core team, including contract, T&C's, timings, scope and key meeting dates
- Conduct 3-5 interviews: approx. 45 minute sessions (face to face or over the phone) with key stakeholders to understand the challenges and opportunities ahead. The discussion will explore your offer and insight about market & customers, etc.
- Desk research: review existing market & customer data & any HCA owned studies and reports

- Analysis: generate market insights and outlined initial territory recommendations on the positioning opportunity for HCA

#### **Deliverables**

- A clear understanding of the market and HCA brand opportunity
- Initial positioning territory opportunities

## **2. Define**

#### **Overview**

Develop and agree a positioning that clearly identifies what HCA stands for

#### **Project specific requirements**

Included within our fees for this element will be the following:

- Working session: with core team to discuss initial positioning territory options for HCA and agree the option that resonates most strongly (2-3 hour session)
- Brand positioning: develop chosen territory into a clear brand positioning
- Presentation: to the core team for review and refinement
- Refinement: of the brand platform following your feedback (allowing for one round of refinement prior to sign off)

#### **Deliverables**

- A distinct and impactful positioning territory for HCA

## **3. Create**

#### **Overview**

Generate a working name and articulation of the HCA brand story

#### **Project specific requirements**

Included within our fees for this element will be the following:

- Agree: write and agree naming brief
- Develop: a long-list of name options, ensuring all names are aligned with the approved brand positioning (we will carry out initial Google checks on these)
- Write: 5-6 key messages to help communicate the HCA positioning
- Working session: with core team to discuss and review name options and key messages
- Refine: name and key messages following feedback
- Agree: final name(s) for submitting into legal checks (HCA to manage with preferred Trademark Lawyer)

#### **Deliverables**

- New working name for HCA Key messages to communicate the new positioning A sell-in presentation

## Costs and timings

### Fees

Below is a breakdown of our fees per phase of work:

| Total         | Timing  | Fees                 |
|---------------|---------|----------------------|
| 1. Understand | 1 week  | ████████             |
| 2. Define     | 6 weeks | ████████             |
| 3. Create     | 5 weeks | ████████             |
| <b>Total</b>  |         | ████████<br>████████ |

Please note that the above fees exclude the following:

- All taxes or similar charges
- Expenses such as travel and accommodation
- Naming, trade marking and associated research and / or legal processes
- Creation and/or licensing of typeface
- Creation and production of original photography and illustration
- Licensing/usage of third party photographic, filmic or audio assets
- Translation and localisation into other languages
- Third party production costs (i.e. physical prototype/build or print production). Any production allowance is to be agreed upon confirmation of the final scope.

### Payment schedule

Payment will be divided into two instalments as follows:

- Payment 1 - at sign-off of project (50% of fee total): ██████████
- Payment 2 - upon completion of Stage 3 (50% of fee total): ██████████

### Key dates

As per timeline: Please see timing plan in email (dated 24<sup>th</sup> August)

## Client Acceptance

As per terms & conditions - [RaggedEdgeDesignStandardTerms\_May15]

Approved:

\_\_\_\_\_ Date: \_\_\_\_\_

<Approvers Name>

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<Approvers Title>

## **RAGGED EDGE**

### **GENERAL TERMS AND CONDITIONS**

#### **1. Definitions**

1.1 In these terms and conditions, the following words and expressions shall have the following meanings:

|                                |  |
|--------------------------------|--|
| “1998 Act”                     | the Data Protection Act 1998;  |
| “Associates”                   | in respect of a party to this Agreement, that party's employees, officers, agents, sub-contractors or authorised representatives;  |
| “Client”                       | the client of RE identified in the Letter of Agreement;  |
| “Costs”                        | the third party costs (other than the Expenses) incurred by us in the provision of the Services including without limitation as described in the Schedule hereto;  |
| “Expenses”                     | all reasonable travel, accommodation and subsistence expenses incurred by the RE in the performance of the Services;   |
| “Fees”                         | as such term is defined in the Letter of Agreement;  |
| “Intellectual Property Rights” | the following rights, wherever in the world enforceable including all reversions and renewals: <ul style="list-style-type: none"><li>(i) any patents or patent applications;</li><li>(ii) any trade marks (whether or not registered) including any applications for registration of the same;</li><li>(iii) copyright, database or design rights (whether registered or unregistered); and</li><li>(iv) any goodwill in any trade or service name, trading style or get-up;</li></ul> |
| “Letter of Agreement”          | the letter of agreement dated 19/06/2015 incorporating these Terms and Conditions;   |
| “Material”                     | all written and other material produced for the Client in the provision of the Services, whether produced by directors, employees or agents of RE or commissioned from third parties or contractors by RE;   |
| “RE”                           | Ragged Edge Design Limited, registered number: 06328903, 1 Rockfield Business Park, Old Station Drive, Leckhampton, Cheltenham, Gloucestershire, GL53 0AN  |
| “Services”                     | as such term is defined in the Letter of Agreement;  |

“Term” as such term is defined in the Letter of Agreement;

“Territory” the United Kingdom unless expressly agreed between RE and the Client.

## 2. Financial Terms

- 2.1 RE will supply the Client with invoices in respect of any payments due to RE under the Letter Agreement. Invoices will be payable within 14 days of receipt.
- 2.2 Any special services or activities which are additional to the Services will be separately costed by RE and will be subject to a separate agreement.
- 2.3 The Client shall reimburse RE for all Expenses and Costs incurred by RE in the performance of the Services subject to prior approval by the Client in writing.
- 2.4 Upon the request of the Client, RE shall provide the Client with receipts relating to the Expenses and the Costs and a summary of expenditure to support any invoice issued by RE pursuant to the Expenses or the Costs.
- 2.5 Unless otherwise agreed and provided the Client has agreed such Costs and Expenses in advance of them being incurred, RE will invoice the Client in respect of Costs and Expenses as and when such costs are incurred with third parties and the Client will pay the invoice within fourteen (14) days of receipt. Where third party suppliers, particularly film production companies, market researchers and exhibition contractors, require payment in advance or at various stages of production, the Client shall (provided the Client has agreed such Costs and Expenses in advance of them being incurred) pay RE's invoices in respect of such production costs and for models' and actors' fees within 5 days of presentation. The Client understands and agrees that the commencement of a production may be contingent upon RE having paid such invoices.
- 2.6 Where a surcharge is levied by a third party supplier against RE due to late payment and this results directly from late payment by the Client, the Client shall immediately reimburse to RE the amount of such surcharge, together with any accrued interest charged by the third party supplier in respect of the overdue account.
- 2.7 All sums payable are subject to the addition of VAT.
- 2.8 RE reserves the right to be put in funds in advance by the Client whenever substantial advance payments or financial commitments are required on the Client's behalf.
- 2.9 If any monies due to RE or any part thereof shall at any times remain unpaid after becoming due and payable then, without prejudice to any other rights, RE may charge interest upon all or any part of such monies until their payment at the rate of 3% per annum above the base lending rate of Natwest Bank for the time being prevailing.
- 2.10 In case of default in payment on the part of the Client, RE reserves the right at any time to suspend the performance of any or all Services.

## 3. RE Obligations

- 3.1 During the Term RE shall procure that representatives of RE shall make themselves available to the Client from time to time at such reasonable times and locations as the Client and RE shall agree and RE shall keep the Client informed on at least a weekly basis as to the progress of the Services.
- 3.2 RE shall perform the Services:

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- 3.2.1 with all due care, skill and diligence;
- 3.2.2 in a timely fashion; and
- 3.2.3 in accordance with good industry practice.

#### **4. Warranties, Liability and Indemnity**

##### 4.1 Client warrants that:

- 4.1.1 it has full power and authority to enter into this Agreement and that by doing so it will not be in breach of any obligation to a third party;
- 4.1.2 it has all necessary rights and consents for RE and its Associates to use Client Materials to fulfil its obligations to Client under this Agreement;
- 4.1.3 the Client Materials and RE's use of the Client Materials will not infringe the Intellectual Property Rights or any other right of a third party;
- 4.1.4 the Client Materials comply with all applicable laws, regulations and codes of practice, including the 1998 Act;
- 4.1.5 the Client Materials are accurate and complete in all material respects; and
- 4.1.6 it shall comply with the applicable anticorruption compliance provisions.

##### 4.2 Notwithstanding anything else to the contrary in this Agreement, Client shall indemnify RE against all third party claims, damages, costs and expenses (including claims settled by RE at its discretion but after prior discussion with Client) arising from:

- 4.2.1 the negligence of Client or its Associates;
- 4.2.2 the performance or non-performance by Client or its Associates of Client's obligations under this Agreement; and
- 4.2.3 any breach by Client or its Associates of Client's warranties under this Agreement.

##### 4.3 Any property or information made available by the Client to RE for the purposes of demonstration or publicity for any other purpose arising from or in connection with the agreement between RE and the Client shall be and at all times remain at the sole and entire risk of the Client and RE shall not be subject to any liability for it unless the loss damage or third party liability arises through any fault negligence or unauthorised act on the part of RE.

##### 4.4 RE warrants that:

- 4.4.1 it has full power and authority to enter into this Agreement and that by doing so it will not be in breach of any obligation to a third party;
- 4.4.2 it has all necessary rights and consents for Client to use and exploit Materials and Deliverables, and it has obtained all necessary rights from its employees, contractors and third parties to enable Client and its Associates to use and exploit Materials and Deliverables;
- 4.4.3 the Materials and Deliverables and Client's use of the Materials and Deliverables will not infringe the Intellectual Property Rights or any other right of a third party, and Client shall not be required to pay any further amounts (over and above the amounts payable to RE under

the Letter Agreement) in respect of Client's exploitation of the Materials and Deliverables;  
and

4.4.4 the Materials and Deliverables comply with all applicable laws, regulations and codes of practice, including the 1998 Act.

4.5 Notwithstanding anything else to the contrary in this Agreement, RE shall indemnify Client against all third party claims, damages, costs and expenses (including claims settled by Client at its discretion but after prior discussion with RE) arising from:

4.5.1 the negligence of RE or its Associates;

4.5.2 the performance or non-performance by RE or its Associates of RE's obligations under this Agreement; and

4.5.3 any breach by RE or its Associates of RE's warranties under this Agreement.

4.6 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

4.7 Subject to Clauses 4.2, 4.5 and 4.6, in no event will either party be liable:

4.7.1 under or in connection with this Agreement for any loss of actual or anticipated income or profits, loss of contracts, loss of any benefit, loss of goodwill or reputation, loss of anticipated savings, loss of use or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known;

4.7.2 for any loss or damage arising from any adaptation or modification to the Materials or Deliverables by Client or any third party; or

4.7.3 for any loss or damage arising from the supply of incorrect, incomplete or inadequate Materials by or on behalf of Client.

## **5. Insurance**

5.1 During the Term, and for at least 3 years following its expiry or termination, each party shall take out and maintain insurance policies to the value sufficient to meet its liabilities under or in connection with this Agreement. Upon request each party will provide the other with reasonable evidence that such insurance is in place.

## **6. Intellectual Property Rights**

6.1 Unless otherwise agreed in writing between RE and the Client:

6.1.1 Client acknowledges and agrees that all Intellectual Property Rights in the Deliverables and Materials, wherever in the world enforceable, shall immediately upon creation initially vest in and be the sole and exclusive property of RE and/or the applicable third party owner;

6.1.2 Notwithstanding Clause 6.1.1 and subject to Clauses 6.1.3 and 6.2 and to RE's receipt of all Fees, Expenses and other charges due under this Agreement, RE hereby assigns to Client by way of present assignment or present and future copyright all right, title and interest in all

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Intellectual Property Rights in and to the Deliverables and Materials. RE shall do all acts necessary to fulfil the purposes of this Clause 6.1.2 during and after the Term;

6.1.3 The Intellectual Property Rights in Deliverables comprising of musical compositions, musical recordings, photographs and radio, TV and cinema commercials passes to RE under standard forms of agreement. As these place restrictions on future usage, assignments or the licensing of Intellectual Property Rights to Client in such Deliverables will be subject to the rights of third parties and will be made only by special arrangement on terms indemnifying RE against subsequent claims by third parties;

6.2 Notwithstanding any of the above RE shall:

6.2.1 retain all know how obtained in connection with the Services and nothing in this Agreement shall prevent RE from using any know how, methodologies, ideas or concepts acquired before or during the performance of the Services for any purpose, subject always to RE's obligations of confidence to Client under Clause 8.

6.2.2 retain all Intellectual Property Rights in the individual elements of the source code utilised in connection with the Website solely to the extent reasonably required by Ragged Edge in order to carry on its business. Ragged Edge hereby grants to the Customer a perpetual and irrevocable non-exclusive gratis licence to use such compiled source code for the purposes of its business.

## **7. Confidential Information**

7.1 Neither party shall, during or after the Term, disclose to any third party or use for purposes unrelated to this agreement without the other party's prior permission any confidential information of the other party, including any confidential information concerning the other's business, its business plans, questionnaires or associated companies whether or not resulting from studies or surveys commissioned and paid for by the Client.

7.2 For the avoidance of doubt the restrictions in this Clause 7 shall not prevent:

7.2.1 the disclosure or use of confidential information in the proper performance of RE's duties;

7.2.2 the disclosure of confidential information required by law;

7.2.3 the disclosure of confidential information which has come into the public domain or which has come into the possession of the receiving party other than through unauthorised disclosure.

7.3 Both parties acknowledges that nothing in this agreement shall affect the right of either party to disclose confidential information to its professional advisers or to use as it sees fit any general marketing or advertising intelligence gained by such party in connection with this agreement.

## **8. Promotion by RE**

RE may refer in its own promotional material in any media and on any platform to the fact that the Client is a Client of RE and in so doing may refer to any published projects or campaigns created by RE for the Client.

## **9 Non-solicitation**

Neither party nor any person on behalf of such party nor any company within such party's control shall without the written consent of the other party employ or enter into a Contract of Services with

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any employee of the other party involved in the provision or receipt of the Services until a period of six months has expired from the end of the Term.

## **10. Termination**

- 10.1 Either party may terminate this agreement at any time for breach if, having been notified by the other in writing of a material breach of a term of this agreement, a party fails to remedy such breach within ten (10) working days of the date of such notice.
- 10.2 In the event of termination of the agreement between RE and the Client for whatever reason (except material breach by RE) the Client will be responsible for all Fees payable hereunder to RE up to the effective date of the termination together with all costs expenses and disbursements to which RE is contractually committed on behalf of the Client as at such effective date whether such costs, expenses or disbursements are payable on, before or after such effective date of termination.
- 10.3 On the satisfaction by the Client in full of its payment obligations RE will cooperate with the Client so far as is reasonably practicable in enabling the Client to take over any contract or other arrangement with third parties and will promptly transfer to the Client any unused materials purchased on behalf of the Client.

## **11. Law**

The agreement between RE and the Client shall in all respects be construed and operate as an English contract and in conformity with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## **12. Miscellaneous**

- 12.1 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 12.2 Nothing in this Agreement intended to nor shall create any partnership or joint venture the parties being with respect to one another independent parties.
- 12.3 These Terms and Conditions and the Letter of Agreement form the entire agreement between the parties and neither these Terms and Conditions nor the Letter of Agreement or any of their terms or conditions can be waived or varied except by written agreement of both parties.
- 12.4 It is acknowledged and agreed that nothing in these Terms and Conditions provides expressly for any third party to have any right to enforce any term hereof and for the avoidance of doubt, the parties do not intend any term of this Agreement to be enforced by or to confer any benefit upon any third party.
- 12.5 Neither party shall be responsible for any breach of contract if such party is prevented or hindered from fulfilling its obligations by any circumstance or event outside its reasonable control, provided that such party gives written notice of such circumstance or event to the other party within a reasonable period of time and uses all reasonable endeavours to mitigate the effect of any such circumstance or event.
- 12.6 Neither party shall be entitled to assign charge licence sub-licence or otherwise part with the possession of the benefit or burden of the whole or any part of this Agreement without the prior written consent of the other party hereto.
- 12.7 Any notice or communication given hereunder shall be in writing and shall be left at or sent by recorded delivery post or facsimile transmission to the address of the relevant party set out herein or such other address of which notice in writing is given for that purpose and any notice so given by

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post shall be deemed to have been served 48 hours after it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted as aforesaid. Any notice given by personal delivery or facsimile transmission shall be deemed served the next working day after the delivery or facsimile transmission.

12.8 Illegality and/or unenforceability of any part of this Agreement shall not affect the legality or enforceability of the remaining parts of this Agreement.

## **The Schedule**

### **Costs**

1. The cost of all production work required to produce the Material including film production, artwork, photography, model fees, recordings, the services of performers, typesetting, print work, research stimulus, storyboards and presentation materials;
2. Production costs involved in the preparation of packaging, labels and cartons, exhibition and display material, booklets, sales letters, product publicity and other promotion material or services as may be prepared or suggested by RE and agreed by the Client;
3. All costs incurred in the despatch of advertising material to or from publishers and other media and other special deliveries incurred in carrying out the Client's instructions and safeguarding the Client's interests;
4. Any cost incurred by RE in taking legal or other professional advice and undertaking trade mark or other searches as the parties may agree should be undertaken in the provision of the Services;
5. Any other item agreed between the parties in writing.