

Studio Logic Terms and Conditions

CONDITIONS OF SUPPLY OF GOODS AND SERVICES

These terms and conditions of use (the "Conditions") encompass all our services, some of which you may not subscribe to, and these terms should be read accordingly.

Client: The person, firm, corporation or other organisation entering into this Contract with Us by accepting these terms.

Client Data: without limitation the documents, software, digital content and any other materials or information owned by or licenced to the Client that are provided to Us by, or on behalf of, the Client or are used by Us in connection with the provision of the Services.

Confidential Information: Information that is confidential or proprietary in nature and is either clearly labelled as such or identified as confidential information in clause 10.

Digital Asset Management (DAM): web based system giving the Client the ability to securely search, view and download assets, documents, information and images from our servers.

End Users: the on-line community users of any web-based platform delivered by us

Intellectual Property Rights: All copyright and related right, design right, registered designs, trade marks, trade names, drawings, work flow procedures, documents, rights to goodwill or to sue for passing off, right in designs, rights in computer software, database rights, right in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsists or will subsist now or in the future.

Services: includes the provision of any goods and/or services by Us

Source Code: the source code contained and used in any website that We develop, design or host in the provision of the Services.

Us, We, or Our: Studio Logic Ltd

2.1 We shall be responsible to provide the specific Services as defined in the specification ("the Specification") and shall perform such Services in accordance with the terms hereof and with reasonable levels of skill and care.

2.2 The Specification, the fees and expenses of the Specification (the "Quotation") together with these Conditions represent the entire agreement between the parties in relation to a specific project (the "Contract") which governs the supply of all Services by Us unless otherwise expressly agreed in writing and which shall form part of the Specification.

2.3 If the Client shall require additional services ("the Additional Services") not included in the Specification and We agree to provide such Additional Services then additional fees will be charged on a time and/or material cost basis or as stated by Us in accordance with our rates together with additional expenses.

2.4 We will advise the Client immediately of any changes in the estimated fees and expenses of the Specification previously approved by the Client.

2.5 The Client shall:

- make a request for the provision of Services and the parties shall agree the Services to be provided in the Specification;
- provide to Us a purchase order based on the Specification and the Quotation
- provide to Us without limitation all permissions, access, information, documents, materials, health and safety clearances and equipment (where applicable) relating to the Services and the Client shall appoint specific contacts in relation to the Services who shall have the Client's authority on all matters relating to the Services; and
- be responsible for configuring its information technology, computer programs and platform and any other necessary technology in order to access services such as DAM. The Client should use its own virus protection software and We accept no liability for any losses or damage caused to the Client for failure to install or properly install such software.

2.6 We will use Our reasonable endeavours to ensure that access to Our DAM system is provided continuously and that access to our DAM system is not interrupted by any event within Our reasonable control.

3.1 If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

3.2 If either party requests a change to the scope or execution of the Services, We shall, within a reasonable time, provide a written estimate to You of:

- the likely time required to implement the change;
- any variations to Our charges arising from the change;
- any other impact of the change on the terms of the Contract.

3.3 We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

3.4 If You approve the change it will be deemed to vary the Services including the fees and expenses and such performance of the varied Services will be subject to the terms hereof

4.1 Fees

You shall pay to Us the fees stated at the times stated in the Quotation. The prices given in the Quotation will remain fixed (subject to the scope of the work involved remaining unaltered) for a period of one month from the date of the Quotation. Any time after this, We reserve the right to increase the prices quoted depending on the length of time that has elapsed between the date of the Quotation and its acceptance. If the timescale (where specified) or any revised timescale, for the execution of the work outlined in the Specification should be extended due to external or internal circumstances dictated to or influenced by the Client, We reserve the right to re-quote. The payments for fees shall be made to Us irrespective of whether or not the Client utilises all, some or any of the product of the Services in any way.

4.2 Expenses

In addition to clause 4.1 We may charge the Client in respect of the expenses incurred by Us in performing the Services including but not limited to the:

- The cost without limitation of all production work required to produce the pre-media and print work, prop hire, models, artwork, photography and model fees;
- Costs without limitation 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 Us and agreed by the Client;
- All costs incurred in the dispatch of any material and other special deliveries incurred in carrying out the Client's instructions and safeguarding the Client's interests;
- All costs incurred in taking legal or other advice and undertaking trade mark or other searches and enquiries, as agreed by the parties from time to time;
- Hosting requirements which would not be included as part of any web development services;
- Travelling, hotel and subsistence expenses and other ancillary expenses of Us and any third parties engaged in connection with the Services which are reasonably incurred; and
- Any other item agreed between the parties in writing.

5.1 Payment of an invoice means payment in cleared funds within the specified number of days after the presentation of the invoice in question unless otherwise agreed.

5.2 We will invoice the Client in respect of fees and charges as specified in the Quotation and the Client will pay the invoice within 30 days of the date of invoice.

5.3 We will invoice the Client in respect of expenses agreed under clause 4.2 and the Client will pay the invoice within 30 days of date of invoice. Where third parties require payment in advance or at various stages of performance of Services, the Client shall pay Our invoices in respect of such expenses immediately upon presentation.

5.4 All fees and expenses, quoted to the Client shall be exclusive of VAT which We shall add to Our invoices at the appropriate rate if necessary.

5.5 Time for payment shall be of the essence.

5.6 Without prejudice to any other right or remedy that We may have, if the Client fails to pay Us on the due date, We may:

(a) charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Metro Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and We may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) Suspend all Services until payment has been made in full.

5.7 All payments will be in pounds sterling and will be payable in the UK. The Client agrees that if the Contract involves Services for an entity organised or existing outside the UK, or Services to be rendered outside the UK, the Client will ensure that all payments to be made under the Contract have been approved by all appropriate government foreign exchange control agencies and the Client will immediately upon demand provide Us with evidence of such approval.

5.8 All sums payable to Us under the Contract shall become due immediately on its termination, despite any other provision.

5.9 We may, without prejudice to any other rights We may have, set off any liability of the Client to Us against any liability of Ours to the Client.

5.1 Any dates specified by Us for delivery of the products of the Services and the Supply of Services are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

6.2 Unless otherwise agreed in writing by Us, delivery of the products shall take place at Our place of business. In the event that the products of the Services are transported by Us to the Client the delivery shall occur when the products of the Services arrive at the designated premises.

6.3 Subject to the other provisions of these conditions We shall not be liable to any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the products of the Services (even if caused by Our negligence), nor shall any delay entitle the Client to terminate or rescind the Contract unless such delay exceeds 180 days.

7.1 The products of the Services are at the risk of the Client from the time of delivery.

7.2 Title in the products of the Services shall not pass to the Client until We have received in full (in cash or cleared funds) all sums due to Us in respect of:

- the Services; and
 - all other sums, including agreed expenses and interest on default due from the Client to Us, which are or which will become due to Us from the Client on any account.
- 7.3 Until title in the products of the Services has passed to the Client, the Client shall:
- hold the products on a fiduciary basis as Our bailee and, if We so elect, store the products (at no cost to Us) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as Our property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the products;
 - maintain the products in satisfactory condition; and
 - provide to Us, Our agents and employees an irrevocable licence at any time to enter any premises where the products are or may be stored in order to inspect them, or where the Client's right to possession has terminated, to recover them.

Unless otherwise stated Our contracts with Our suppliers and other third parties in respect of the Services shall be made in accordance with standard or individual conditions and contracts. The rights and liabilities as between the Client and Us shall correspond to those between Us and said suppliers under such conditions of supply.

9.1 As between the Client and Us, all Intellectual Property Rights and all other rights in the products of the Services and any other documents and information supplied by Us shall be owned by Us unless otherwise specified in writing by Us. We license all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make use of the products of the Services. Any other use is subject to Our express written consent. If We terminate the Contract under clause 13.2 (Termination this licence will automatically terminate.

9.2 We may use any products of the Services created by Us for the Client for Our own promotional purposes including but not limited to news releases, articles, brochures, case histories, advertisements, prepared speeches or other information releases or any other marketing or profile raising activity.

9.3 Where the Intellectual Property Rights vest with Us all claims for alleged infringement must be notified to Us.

9.4 We retain Intellectual Property Rights in all bespoke scripting functions and programming where such services are provided by Us both on the server- side and Our- side and reserve the right to deploy the scripts elsewhere at any time and may do so without reference to the Client.

9.5 The Client shall comply with all applicable legislation throughout the world in relation to its use of the products of the Services, any Client Data and its use of Our DAM system and in particular, the use of personal data from End Users of otherwise and shall comply at all times with provisions of the Data Protection Act 1998 in relation to such use. In compliance with the Data Protection Act 1998, The Client shall be deemed to be a 'data controller' and We shall merely be a 'data processor'.

9.6 The Client acknowledges that We shall not be disclosing to it as part of the Services the Source Code for any website we have designed and the Client agrees that it will make no attempt to reverse engineer our software or gain access in any way to the Source Code save as is permitted by law.

9.7 We do from time to time use open source software (OSS) available in source code form freely available under copyright licences for the provision of certain services. This may result in for example the layout of certain services such as websites to have a similar look and feel to existing third party websites

10.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, concepts which are of a confidential nature and have been disclosed to that party by the other, its employees, agents or sub-contractors and any other confidential information concerning the disclosing party's business or its products which the other party may obtain. The recipient party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors who deliver or receive the Services, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties under this clause 10.

10.2 Any party may disclose information which would otherwise be confidential if and to the extent:

- it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
- the information has come into the public domain through no fault of that party; or
- each party to whom it relates has given its consent in writing.

10.3 This clause 10 (Confidential Information) shall survive termination of the Contract. However arising

11.1 The Client warrants, undertakes and agrees:-

(a) to pay the appropriate fees and expenses as specified in the Quotation or otherwise as under this agreement and keep Us indemnified against any or all costs if the Services are cancelled, delayed, altered or disrupted as a result of any act or threatened act of terrorism or military action;

(b) To obtain all necessary rights, contents, permissions, model releases, clearance and licences in respect of, without limitation, all information, documents and images provided by it and it's premises used and accessed in the course of providing the Services and shall indemnify Us against any loss or damage, demand, proceedings, action or costs resulting from any breach as a result of the Client not having obtained the necessary rights, contents, permissions, model releases, clearances and licences or if the designs, any Client Data or drawings, specifications, information, images, documents are inaccurate or contain defects or infringe or are alleged to infringe the Intellectual Property Rights of any third party.

(c) that it accepts responsibility for the accuracy, completeness and propriety nature of information concerning its organisation, products, competitor products, services specifications, information, images and all materials that it furnishes to Us, or that any third party furnishes to Us of which the Client is aware, in connection with the provision of the Services and the Client shall indemnify Us and our sub-contractors in respect of any loss, liability or expense (including reasonable legal expenses) which arises in respect of the same. Any review of such information and documents by Us shall not of itself limit the responsibility of the Client.

(d) The Client shall ensure that the Client Data does not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content). The Client shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the materials or any other material posted to, or linked to, a product of the Services constitutes Inappropriate Content

12.1 Our total aggregate liability to the Client under or in connection with these terms in contract, tort (including negligence or breach of statutory duty) or otherwise, arising in performance or contemplated performance of each Specification shall be limited to the total remuneration paid for each Specification or the sum of £5,000.00 whichever is the smaller and We shall not be liable under these terms for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising, whether or not such loss or damage is foreseeable, foreseen or known.

12.2 This clause 12 sets out Our entire liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to the client in respect of:

- any breach of the Contract;
- any use made by the Client of the Services and the product of the Services or any part of them;
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; and
- any breach whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of contract, loss of use, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

12.3 We shall have no liability to the Client under the contract if We are prevented from or delayed in performing Our obligations under the Contract or from carrying on business by acts, events, omissions or accidents beyond Our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown or plant or machinery, fire, flood, storm or a failure or interruption in software or services provided by third parties or technical malfunctions.

12.4 If Our performance of the obligations under these terms is prevented or delayed by any act or omission by the Client, its agents, sub-contractors or employees, We shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

12.5 The Client shall be liable to pay Us for all reasonable costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of the Client's obligations under this Contract subject to Us confirming such costs, charges and losses to the Client in writing

12.6 Where the Client has approved verbally or in writing without limitation any document, image, drawing and products as part of the Services created or prepared by Us in whatever medium the Client shall accept all responsibility for any errors, inaccuracies or other defects at any stage thereafter.

12.7 We will use Our reasonable endeavours to ensure that the Client Data is maintained securely and is properly backed up. In the event of any loss or damage to the Client Data, the Client's sole and exclusive remedy shall be that We use Our reasonable endeavours to restore the lost or damaged Client Data. We shall not be liable for any loss, destruction, alteration or disclosure of the Client Data caused by a third party. The Client shall procure that it maintains a copy of the Client Data whether in physical or electronic form prior to supplying the same to Us. We shall have no liability to the Client in respect of the safe keeping and the condition without limitation of the Clients samples, drawings, documents, information and images whilst in Our possession in whatever circumstances in which they are lost or damaged and the requirement for insuring such items will be that of the Client.

12.8 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.9 Nothing in the Contract excludes Our liability for fraud, or for death or personal injury caused by Our negligence.

13.1 Subject to clause 13.2 herein, the Contract shall terminate automatically on completion of the Services in accordance with the Specification save all and any such rights, remedies, Client obligations, licences or Client obligations including but not limited to clause 9 (Intellectual Property) consents or provisions which by their nature survive the Contract.

13.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate on giving notice to the other if:

- the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach. Non payment of any fees or expenses and any invoiced fees and expenses shall be deemed to be a material breach; or
- an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

(c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

(d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

(e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

(f) the other party ceases, or threatens to cease, to trade; or

(g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

However no such action shall take place in an instance where We conduct a voluntary winding up for the purposes of reconstruction or amalgamation.

13.3 On termination of the Contract for any reason the Client shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We may submit an invoice, which shall be payable immediately on receipt

Any cancellation shall only be agreed to by Us on the condition that all costs and agreed expenses incurred by Us up to the time of cancellation and all loss of profits and any other loss or damage resulting by reason of such cancellation will be paid immediately by the Client to Us.

15.1 If a dispute arises out of or in connection with this contract or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in this contract, the parties shall follow the dispute resolution procedure set out in this clause:

(a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documentation. On service of the Dispute Notice the parties shall attempt in good faith to resolve the Dispute; and

(b) if the parties are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice either party may take such further steps as it considers appropriate to resolve the Dispute, including the initiation of court proceedings.

16.1 Failure or neglect by either party to enforce at any time any of the provisions hereof, notably in case of breach by the other, shall not prejudice its rights to take future action in a subsequent breach, whether directly or different.

16.2 The rights provided under the Contract are granted only to the Client, and shall not without Our prior written consent be considered granted to any subsidiary or holding company or any third party. The Client may not without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of the Client's rights or obligations under the Contract.

16.3 The Contract is not intended to benefit anyone other than the parties to it and, in particular, no terms of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

16.4 If any provisions of the Contract or the Conditions shall be void or become void in whole or in part, the remaining provisions shall remain valid and enforceable.

16.5 This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.

16.6 No variation of the Contract or the Conditions or of any documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16.7 The laws of England and Wales law shall govern the Contract and any dispute or claim arising out of or in connection with it or its subject matter, and the parties shall submit to the exclusive jurisdiction of the courts of England and Wales.