

# Pixel Circus, Kent. Terms & Conditions.

## Invoicing and Payment

1.1 For all accounts, 50% of the invoice as a deposit must be paid after terms and contract are agreed and at least 7 days prior to commencement of work. The remaining 50% shall be payable in stage payments of 25% as indicated on the attached project timeline. The final 25% payment is to be made on completion of the video or multimedia project.

1.2. For invoices over £1000 (sterling) Pixel Circus Ltd. will issue an invoice for payment as each sum becomes due, to be paid within 7 days of the date of that invoice.

1.3 For invoices under £1000 (sterling) Pixel Circus Ltd. may require payment upon completion of transfer of goods or services to the purchaser.

1.4 If payment is not received within 21 days of the invoice date, Pixel Circus Ltd. will automatically charge interest at a rate of 6% above the base rate of Barclays Bank PLC per annum, which will be added to the customer's account.

1.5 Payment may be by Visa, Switch, Electron cards over the telephone or at our offices, bank transfer, cheque or cash. All payments are subject to VAT at the standard rate.

1.6 All cheques are to be made payable to Pixel Circus Ltd.

1.7 If the Customer shall become bankrupt or under the provisions of Section 123 of the Insolvency Act 1986 shall be deemed to be unable to pay its debts or compounds with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking, Pixel Circus Limited shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to Pixel Circus Ltd.

## Copy Approval

2.1 The customer's requirements must be clearly provided to Pixel Circus Ltd. in writing before commencement of work and subject only to minor alterations thereafter. Our understanding of the basic timeline & general project specification discussed is outlined in the bound folder and form part of our quotation.

2.2 Major alterations to a project, not agreed prior to the commencement of work, must be made subject of a further written agreement.

2.3 A video programme or website will only be publicly released by Pixel Circus Ltd. once the customer approves all content as complete and satisfactory and confirms this in writing.

## Termination of Service

3.1 A customer may terminate the contract at any time by written notice of termination.

3.2 When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Pixel Circus Ltd. unless any other written agreement is reached in advance.

3.3 Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administrative charge.

## Errors, Omissions, Liability.

4.1 Pixel Circus Ltd. cannot be held liable for loss or damage caused as a result of third party action or failure.

4.2 In the event of the performance of any obligation accepted by Pixel Circus Limited being prevented, delayed, or in any way interfered with by any act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause beyond Pixel Circus Ltd's control, Pixel Circus Limited may at its option suspend performance or cancel its obligations under the contract without liability for any damage or consequential loss resulting there from, such suspension or cancellation being without prejudice to Pixel Circus Ltd's right to recover all sums owing to it in respect of goods delivered and costs incurred up to the date of the suspension or cancellation.

4.3 Pixel Circus Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate. Any recommendations or suggestions relating to the use of any goods or mediums supplied by Pixel Circus Limited are given in good faith but it is for the Customer to satisfy itself of the suitability of the goods for its own particular purpose.

4.4 The Customer shall indemnify Pixel Circus Limited from and against all actions, claims, costs, charges, expenses and proceedings arising from or incurred by reason of any defamatory or libelous matter or any infringement or alleged infringement of any patent, trademark, copyright, registered design or design copyright or other exclusive right including any moral right claim or any other title of any third party in respect of any work carried out for the Customer by Pixel Circus Limited.

4.5 The Customer hereby agrees that without limiting any other provision of these conditions: To the maximum extent permitted by law Pixel Circus Limited entire liability for breach of any provisions of the contract, or any terms, warranties or conditions implied in the contract by operation of law, including Pixel Circus Limited liability for negligence (except where such negligence results in death or personal injury) are excluded; Under no circumstances shall Pixel Circus Limited be liable for any consequential loss whatsoever (including damages for loss of business profits, business interruption or other indirect pecuniary loss of any kind); Pixel Circus Limited entire liability for any direct loss suffered by the Customer, as a result of Pixel Circus Limited breach of the contract and for which Pixel Circus Limited shall notwithstanding any other provision of the contract be liable, be limited to the amount actually paid by the Customer in accordance with the contract.

## Contracts

5.1 Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.

5.2 If a project requires additional content this is, in effect, a contract change. Any amendment made to the original contract, once approved, becomes contractually binding.

5.3 E-mail correspondence shall be sufficient to prove changes to agreements for any form and content of programme.

5.4 Pixel Circus Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the Client.

5.5 Pixel Circus Ltd shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any contract between Pixel Circus Limited and the Customer.

5.6 If any provision of this contract as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this contract or the validity or enforceability of this contract generally.

5.7 The customer shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Pixel Circus Limited provides crew or equipment and such arrangements shall be notified to

Pixel Circus Limited in writing in advance of travel.

5.8 The contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only.

## Ownership of Content/Copyright

6 In consideration of, and subject to, the final payment of full fees due to Pixel Circus Ltd. by the customer, Pixel Circus Ltd. hereby assigns to the Customer with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content. The customer gives Pixel Circus Limited a perpetual and royalty free license, to use all materials processed and/or produced by Pixel Circus Limited on the Customer's behalf to promote Pixel Circus Business and in connection with appropriate industry awards.

## Confidentiality.

7 Any confidential or proprietary information which is acquired by Pixel Circus Ltd. from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Pixel Circus Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the Client.

## Deadlines & Delivery

8.1 Any contract requiring Pixel Circus Ltd. to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Pixel Circus Ltd., its servants or agents, as necessary.

8.2 Pixel Circus Ltd. office hours are 9.00 am to 5.30 p.m. Monday to Friday unless notified otherwise.

8.3 Any packaging supplied by Pixel Circus Ltd, unless otherwise expressly agreed, is intended to provide adequate protection throughout normal conditions of transport. If the Customer (or the intended recipient) fails to take delivery on the agreed delivery date or to collect on the agreed collection date or, if no specific delivery or collection date has been agreed, when the goods are ready for dispatch, Pixel Circus Ltd shall be entitled to store the goods and to charge the Customer the reasonable costs of so doing and to tender its account for such charges. Notwithstanding the Pixel Circus Ltd shall be under no liability in respect of any loss or damage following the dispatch of any goods from Pixel Circus Ltd premises.

## Complaints

9 Should the customer have cause to make complaint about services or programmes the complaint, if put in writing, will be acknowledged by Pixel Circus Ltd. within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter.