

## **Cascade Pictures Terms & Conditions of Service**

### **1. Definitions**

"The Company" shall be defined as "Cascade Pictures" of 7 Hazeldene road, Ilford, ESSEX. IG3 9QZ UK and shall include any other related trading styles.

"The Client" shall be defined as the person or company with whom goods and services are to be supplied to.

"Goods and/or Services" shall be known to be any item which the company supplies to any of its clients for which it is agreed that charges may or may not be applicable, without limitation this includes administrative charges, consultancy fees, server hosting, sub-contractual charges, advance service charges and outside registration fees.

"Materials" shall be known to be any such items the client supplies to the company for use in any services the company has been requested to complete, without limitation this includes DVDs, VHS tapes, CDs, image files, video files, audio files, hard copies and digital copies, personal details, hardware and software.

### **2. Invoices & Payment**

All invoices raised by the company shall become due for payment to be received 30 (thirty) days following the date of invoice unless consent is expressly given in writing to the client for an extension of this period or terms of any account facility between the company and the client expressly state.

Invoices which are overdue for a period in excess of 14 (fourteen) days from the date of invoice for any services will be subject to suspension.

Furthermore, at the Company's sole discretion a Statutory Demand under Section 123 (1) (a) or 222(1) (a) of the Insolvency Act 1986 may be issued for non-payment for Goods and/or Services delivered.

If this remedy does not satisfactorily resolve any non-payment then a "Winding Up Order" may be issued in accordance with the relevant Acts of Parliament such as the Insolvency Act 1986, the Insolvency Rules 1986, Council Regulations (EC) No. 1346/2000 ('the EC Regulation') and the Companies Act 1985.

Any external service or supply of goods bought on behalf of the client, for or related to the provided service shall be passed through to the client at full cost.

The company shall pass on any charges for use of its credit facilities with its own suppliers, credit card charges, packing, shipping and other handling of items to the client and will be detailed as such on the invoice.

The company reserves the right to charge a handling fee for any handling of items as set out in 2(iii).

### **3. Late Payment Charges**

The company reserves the right to pass on any excess charges it receives for late payment of invoices for services or goods supplied to the client including any interest charges from banks or other financial institutions.

The company reserves the right to apply an "Interim charge cap" in advance of agreement to these terms and conditions. The interim charge cap will be arranged between the company and client prior to any acceptance of work to be undertaken. Once cost and work time incurred by the company has met this cap the client must fulfil payment of the agreed cap amount.

Any "interim charge cap" agreed between the company and the client must be fulfilled without application for further extension by the client.

If the clients' obligation to this cap is unresolved then a "Winding up Order" may again be issued as set out in 2 (iv).

#### **4. Credit Facilities**

By default, the company does not provide monthly credit facilities to customers other than the 7 day payment period of an invoice. The company may, at its discretion, offer such facilities at a later date and reserves the right to apply to any number of external credit reference agencies for information before approving any facility and may carry out regular subsequent checks and if appropriate, suspend or withdraw any given facility and make demand for full settlement of any outstanding balance.

#### **5. Withdrawal of Service**

The company has the absolute right to withdraw its services and cancel any contracts with the client at any given time. The company shall issue notice of such action in writing.

#### **6. Data Integrity & Liability**

Under normal contractual service circumstances, the company provides no warranty or accepts any liability for any data either lost or damaged which is stored on any of the company's or client's equipment. It is the responsibility of the client to keep security copies of information.

The company may provide a chargeable service to its clients whereby security copies of information will be made to recordable compact discs/DVD's or secured 'cloud' service which may be stored by the company or sent to the client to be stored at his/her premises or any other such third party appointed by the client.

The client is responsible for making sure all graphics, images, text and video provided to the company are not protected elsewhere by copyright or other form of protection and that they own them outright. It is not the responsibility of the company to check for copyright or other protection of any materials provided by the client for use in the work.

#### **7. Intellectual Property**

Where the company undertakes to provide intellectual services to the client, it agrees that the intellectual property of any software or documentation written for the client either carried out

remotely or at the client's premises shall remain with the client once any and all invoices for such work are settled with the following reservations:

The company has the right to make a final backup of any work carried out for the client at the conclusion of the service.

The company has the right to use the work as part of a portfolio, demo reel or website.

The company may provide during the course of the service any modules, applications or software code that it has previously developed which is central to the development and conclusion of any project or service. The rights to re-use, modify, redistribute, make publicly available any such items will remain with the company at all times.

The client shall, without hindrance, be allowed to retain and use any such modules.

The company reserves the right to deliver any pre-existing software in an encrypted format.

The company reserves the right to licence the use of any pre-existing software to the client which may at the company's discretion contain time or limitation of use software. The company shall notify the client of any such provisions in writing at the onset or during the course of the contract.

The company reserves the right to re-use any central items of a similar nature developed for the client in any other contract it undertakes.

The company shall at its discretion, provide upgrades to such central modules or applications as they become available.

The company does not do 'spec' work.

## **8. Formation of Contract**

By default, the company shall deem that a contract for any form of service is in effect when asked to carry out any work for the client.

The company may require written confirmation of any work to be carried out.

The company may provide a written quotation subject to acceptance by the client at the request of the client.

The company reserves the right to vary the quotation at any time should the client make changes to any requirements of work to be carried out.

## **9. Termination of Contract**

Any contract formed between the company and the client shall be mutually binding to the terms and conditions set out within this document. Any subsequent misuse of equipment, or non compliance with any of the regulations and terms as set out, shall result in termination of contract or suspension of service, with special inclusion to those details as set out in section 10.

If the client chooses to terminate the contract, the company will invoice for any work carried out plus any expenses and handling charges incurred to that time. Termination charges for intellectual services will include up to 50 (fifty) percent of the outstanding contract balance.

If the client chooses to terminate the contract due to the quality of the work completed by the company, that work cannot be used in whole or in part by the client until the period of work is paid in full.

The Company reserves the right to cancel your contract at any time without prior written notice of such upon finding that any of the terms and conditions set out in this document or any subsequent revisions thereof have been broken.

#### **10. Privacy Policy**

The Company operates a closed policy on publicity and distribution of information and will not at any time divulge your name, address, telephone number, account details or electronic mail address to any non-legal third party and will only divulge your information to any legal establishment where it is deemed to be in the best interests and operation of the company.

#### **11. Loss of Service**

The company accepts no liability for any loss of service, unavailability of files, damage to data, and misuse of equipment by 3rd parties, failure of any externally managed equipment or communications devices or other services deemed to be beyond the company's control.

#### **12. Reselling of Services**

Those forming an agreement as a reseller are additionally bound to the following. Any violation of these additional terms will result in immediate termination of your account.

At any time, the re-selling of any services is permitted to only one client who shall be the end of the chain, no sub-selling is permitted.

Your clients may not contact us directly, either by e-mail, telephone, fax or any other method. The company reserves the right to refuse to answer any questions from your clients.

The company will at all times advertise its own products and services at its own price scales to any person contacting the company.

In the eventuality of non-payment of invoices for any product or service, the company reserves the right to force total suspension of your services and your client's services until such time as any monies are paid. The suspension shall not be lifted until payment is confirmed. In the case of cheques, this may not occur until the cheque becomes cleared funds in our account.

#### **13. Title of Goods**

Title of goods (including documentation, electronic or otherwise) shall not pass from the company to client until such time as any outstanding monies are paid in full or disputes resolved.

#### **14. Disputes**

At all times in any disputes, the company's decision is final and will not be subject to outside adjudication by other parties.

#### **15. Law**

These terms and conditions are formed under the laws of the United Kingdom and any legal claim shall be made in a court or via the legal system of the United Kingdom.

#### **16. Length of contract**

The client must notify the company of any errors or omissions to the work prior to accepting the final work, after which the client must pay extra for any additional revisions or repairs.

Client-driven delays or rushes may result in extra charges.

The company reserves the right to state a precise number of revisions/versions of the work allowed during the contract prior to taking on the work.

#### **17. Additional terms for 'Showreels'**

The client agrees to provide all the necessary materials in a useable condition required by the company for the creation of the showreel. The company is not responsible for ensuring the condition of the materials prior to the start of the work and any delays incurred due to unusable materials is the responsibility of the client.

The Company will provide a showreel that is of the same image quality as the materials provided by the client (it is the responsibility of the client to provide materials of the best image quality possible). The company will do its best to improve the image quality of the materials but does not promise that this can be done due to the limitation of technology to do so.

The Company will finish the showreel in no more than 1 week (7 days) starting from receivership of the clients materials required to make the showreel. If any materials required are not given to the company before the first day of work then a delay may occur to this time frame, this delay is not the fault of the company and any additional costs and/or losses to the client caused by this delay will be the responsibility of the client.

The Company will on a daily basis update the client on the progress of the showreel. Any delay in response from the client or company regarding details that are required throughout the process will be their sole responsibility.

The client may make as many copies of their finished showreel as they wish.

The company will keep the clients final project (including digitized materials) on a secured hard drive for a maximum of 2 (two) years at which point it may be deleted if the company requires it to be but not before then. If the client wishes for this to be extended they must contact the company no later than one month in advance of the 2 (two) year deadline. The company reserves the right to charge for any extension beyond this.

#### **18. Changes to Terms**

The Company at all times reserves the right to change the terms and conditions set out here in this document without prior written notice to any of its clients and any subsequent changes will become applicable immediately. No claims will be entered into which may not have been applicable in previous revisions of this document which are subsequently made provision for. Any claims by any client will only be acceptable on grounds outside the current revision of this document. The Company will at all times where reasonably possible make available for viewing its terms and conditions through its website.

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Last Updated October 10th 2012