



## Terms & Conditions

### Invoicing and Payment

1.1 For all accounts, 50% of the invoice as a deposit must be paid after terms and conditions are agreed and at least 7 days prior to the 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 project.

1.2 For invoices over £1,000 (sterling) Nick Scott Studio 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 £1,000 (sterling) Nick Scott Studio Ltd may require payment upon completion of transfer of goods or services to the purchaser.

1.4 If payment is not received within 30 days of the invoice date, Nick Scott Studio Ltd. will automatically charge interest at a rate of 8% above the base rate of Natwest Bank per annum, which will be added to the customer's account.

1.5 Payments may be made by 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 Nick Scott Studio 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, Nick Scott Studio Ltd. 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 Nick Scott Studio Ltd.

### Copy Approval

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

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

### Termination of Services

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

3.2 When a client terminates the contract, they will remain liable to pay in full for any work previously undertaken and in progress by Nick Scott Studio 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 Nick Scott Studio 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 a performance obligation accepted by Nick Scott Studio Ltd. being prevented, delayed, or in any way interfered with by an act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, or by any other cause beyond Nick Scott Studio Ltd's control, Nick Scott Studio Ltd. 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 Nick Scott Studio 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 Nick Scott Studio Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the contents is correct and accurate. Any recommendations or suggestions relating to the use of any of the goods or mediums supplied by Nick Scott Studio Ltd. are given in good faith but it is for the Client to satisfy itself of the suitability of the goods for its own particular purpose.

4.4 The customer shall indemnify Nick Scott Studio Ltd. from and against all actions, claims, costs, charges, expenses and proceedings arising from or incurred by reason of any defamatory or libellous 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 work carried out for the Client by Nick Scott Studio Ltd.

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

### Contracts

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

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

5.3 E-mail correspondence shall be sufficient to prove changes to the agreement for any form and content of project.

5.4 Nick Scott Studio 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 Nick Scott Studio Ltd. shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any contract between Nick Scott Studio Ltd, and the Client.

5.6 If any provision of this contract is 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 the contract or the validity or enforceability of the contract generally.

5.7 The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Nick Scott Studio Ltd. provides crew or equipment and such arrangements shall be notified to Nick Scott Studio Ltd. in writing prior to 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 English Courts only.

### Ownership of Content/Copyright

6.1 In consideration of, and subject to, the payment of full fees due to Nick Scott Studio Ltd. by the Client, Nick Scott Studio Ltd. assigns to the Client with full title guarantee the present and future copyright and other intellectual property rights howsoever arising in the final created images for AGREED DELIVERABLES ONLY

6.2 Nick Scott Studio Ltd retains ownership and rights of all digital assets, including but not withstanding, 3D models, shot footage, scene files, reference images, Artwork, Storyboards, Animatics, Composites, Data sets, including motion capture, Coded assets including Programmed scripts or plug-ins and related 3D tests created for the project unless otherwise agreed in writing by the Client in agreed deliverables.

6.3 The client gives Nick Scott Studio Ltd. a perpetual and royalty free licence, to use all materials processed and/or produced by Nick Scott Studio Ltd. on the Client's behalf to promote Nick Scott Studio Ltds. business and in connection with appropriate industry awards.

6.4 In the event that a customer enters the final created images in connection with industry awards, Nick Scott Studio Ltd's contributions must be properly recognized.

### Confidentiality

7 Any confidential or proprietary information, which is acquired by Nick Scott Studio 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 Nick Scott Studio Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the Client.

### Deadlines & Delivery

8.1 Any contract requiring Nick Scott Studio Ltd. to work to a specific deadline provided within the written agreement will be deemed to include a proviso that the Clients will make themselves available to communicate with Nick Scott Studio Ltd., its servants or agents, as necessary.

8.2 Nick Scott Studio Ltds. office hours are 9.30am to 6.00pm Monday to Friday unless notified otherwise.

8.3 Any packaging supplied by Nick Scott Studio Ltd., unless otherwise expressly agreed, is intended to provide adequate protection throughout normal conditions of transport. If the Client (or the intended recipient) fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for dispatch, Nick Scott Studio 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 Nick Scott Studio Ltd. shall be under no liability in respect of any loss or damage following the dispatch of any goods from Nick Scott Studio Ltd's 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 Nick Scott Studio Ltd. within 14 days and a delayed reply will be issued to the Client within a further 28 days thereafter.