

## Classic Studios Limited - Terms of Business

This document details the legal framework within which Classic Studios Limited ("the Company") engages with its clients. This document supplements individual Schedule of Work Notice(s) which documents the specifics of Classic Studios project undertakings.

In agreeing to the provision of any and all services from the Company, the Client is deemed to have read and understood these terms and conditions.

DATE PUBLISHED: 25<sup>th</sup> April 2007

EFFECTIVE DATE: 25<sup>th</sup> April 2007

VERSION: 1.0

### PARTIES:

- (1) CLASSIC STUDIOS LIMITED (Company No. 05925634) trading as CLASSIC STUDIOS whose registered office is at Sterling House, Langston Road, Loughton, Essex, IG10 3FA and whose trading address is UNIT 3.02, The Tea Building, 56 Shoreditch High St. London E1 6JJ ("the Company");  
and
- (2) "The Client" as defined within the Schedule of Works Notice;

### DEFINITIONS:

- (1) "Service"; any services forming the subject of this contract or as detailed in any estimate, job specification or Schedule of Works Notice;
- (2) "Contract"; any contract for the supply of services between the Company and the Client;
- (3) "Deliverable"; any document, report, software, or other tangible work or design asset that forms part of the Services to be provided by the Company;
- (4) "Specifications"; the specification of the Services as outlined in any formal project job specification or Schedule of Works Notice;

### IT IS HEREBY agreed as follows:

#### 1 Nature of work to be undertaken:

- 1.1 The Company will provide the services as defined within the associated Schedule of Work Notice (or suitable alternative document) to the Client;
- 1.2 Each individual request for Services by the Client shall once accepted by the Company be construed as a separate contract between the Company and the Client to provide the Services in question subject to the terms and conditions set out herein;

#### 2 Obligations of the Company:

- 2.1 The Company undertakes to the Client that they will at all times during the period of this Agreement:

## Classic Studios Limited - Terms of Business

- 2.1.1 Provide the Services as defined within the associated Schedule of Works Notice and with all due care and diligence and to the best of their ability;
- 2.1.2 Apply all necessary skill and expertise in the performance of the Services;
- 2.1.3 Comply with the Client's quality and other standards as directed by the Client;
- 2.1.4 Provide the personal computing facilities necessary to complete its obligations under this contract;
- 2.1.5 Notify The Client as far as possible in advance of any periods during which its personnel are or will be unable to provide the Services outlined in this Contract due to holiday, sickness or third Party commitments;
- 2.1.6 The Companies' method of working shall be at its own discretion but it will be directed in the overall provision of the Services by the Client and will comply with all reasonable directions given by the Client;

### 3 Obligations of the Client:

- 3.1 The Client shall provide the Company with a primary contact ("the client contact"), to which all communications should be addressed. The Clients shall if they wish provide additional contacts details for an individual who shall deputise if the client contact is unavailable;
- 3.2 For projects incorporating a technical element the Client shall appoint a technical contact ("the technical contact"); this person may or may not be the same individual as that nominated as the client contact;
- 3.3 The Client shall provide the Company with the necessary content, materials, sign off and feedback information as appropriate to enable the Company to perform its obligations as detailed within Schedule of Works Notice. The Company shall not be responsible for any failure or delay in performance of its obligations under the Contract where the provision of the aforementioned material is not forthcoming. Further if the matter becomes protracted the Company the right to charge additional fees however the Company will consult with the Client before doing so;
- 3.4 The client is responsible for ensuring that all material provided to the Company to enable it to perform its obligations as detailed within Schedule of Works Notice has either been originated by the Client or the relevant copyright holder has provided permission to use their works;
- 3.5 The Client shall evaluate the Deliverable that the Company delivers to the Client to verify that each conforms to the agreed Specifications;
- 3.6 Once The Client has completed its evaluation of the each of the Deliverables, The Client shall notify the Company as to whether or not it considers the Deliverable to conform to the Specifications and if it does not, of the ways in which it does not conform. If The Client notifies the Company that it considers that the deliverable conforms to the Specification then The Client shall have accepted that Deliverable;

## Classic Studios Limited - Terms of Business

- 3.7 If The Client notifies the Company that it considers that any deliverable does not conform to the Specifications, then the Company shall modify that Deliverable so that it does conform to the Specifications and such modifications shall be included in the revised Deliverable to the Client;
- 3.8 The Client agrees that its acceptance of a Deliverable shall be final and any further modification required post acceptance shall be considered out of scope works and the Company shall be entitled to charge the Client for reasonable time spent modifying a deliverable or in respect of any reasonable costs or expenses incurred by the Company in modifying a Deliverable under this subsection;
- 3.9 The Client agrees to keep secure and confidential all login names and passwords provided by the Company to the Client. In the event of The Client's login name and password being disclosed to an unauthorised person, the Client shall inform the Company immediately so new login names and password can be issued. The Company accept no responsibility for any liability arising from the aforementioned disclosure;

### 4 Change Control:

- 4.1 If either party identifies a requirement for a change, a Change Request will be sent to the other party detailing the change requirements. If sent by the Company, the Change Request shall state the effect such a change shall have on the project, the timescales and the Price. If sent by the Client, the receipt of the Change Request by the Company will constitute a request to the Company to state in writing the effect such a change shall have on the project, the timescales and the Price. The Developer shall use all reasonable endeavours to supply the necessary details within 10 working days from receipt of the Change Request or such other period as may be agreed;
- 4.2 Where a change to the Price is required, the parties will then decide whether or not to implement the change. If the change is implemented, the amended project specification, timescales or price shall then form the basis for this Agreement;
- 4.3 The Company shall not implement any changes unless instructed to do so by the Client Contact;

### Duration:

- 4.4 The estimated duration of each Contract will be specified within the associated Schedule of Works Notice, however;
- 4.4.1 The Company whilst making every endeavour to ensure these timescales stipulate that the timescales given are merely estimates and are subject to revision. No liability shall arise in this regard;

### 5 Remuneration and Schedule of Payment:

## Classic Studios Limited - Terms of Business

- 5.1 The price for the provision of service shall be specified in the Schedule of Work Notice either as a fixed price or as a daily (or hourly) rate; which is applicable to works undertaken on a time and materials basis;
- 5.2 Payment is due in accordance with the stipulations as set out within the associated Schedule of Works Notice;
- 5.3 The Company shall have the right in respect of any uncompleted portion of the provision of Services to adjust its prices for any increase labour, changes in work or costs of any kind arising for any reason after the date of the contract;
- 5.4 The prices for the provision of Services is exclusive of VAT and other taxes and duties;
- 5.5 All invoices are payable in pounds sterling within 28 days of the date of invoice;
- 5.6 The Client will reimburse the Company for all expenditure properly incurred by the Company in the performance of their obligations under this Agreement with the prior approval of the Client subject to the production of receipts or vouchers;
- 5.7 Charges in respect of services provided by the Company to The Client will be payable as per the invoice terms;
- 5.8 Any additional fees have to be agreed by email, and/or in writing by authorised representatives of the parties before any new charges can be made;
- 5.9 Should the Company have to issue legal proceedings owing to the non payment of invoices pursuant to the Contract, The Client accepts responsibility for all the Companies' legal fees and disbursements notwithstanding the value of the claim, on an indemnity basis;
- 5.10 Any third party or additional costs that the Company may incur due to processing late payment will be payable by The Client within seven days, following receipt of a valid invoice;

## 6 Intellectual Property Rights:

- 6.1 The Company maintains all copyright, design right and other intellectual property rights of any nature whatsoever they may have in any ideas, concepts, computer coding, technology, copyright works, designs, drawings, databases, materials, documents, graphics, text or data in any media and any other materials or products which they create or conceive, or is involved in creating or conceiving, at any time during the contract with the Client;
- 6.2 The Client warrants that the Product and its use or exploitation by the Company will not knowingly infringe the copyright or other intellectual property rights of any third party, and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims (including reasonable legal fees and any amounts paid by way of settlement) suffered or incurred by the Company arising from any such infringement;
- 6.3 The Company acknowledges that, for the purpose of the proviso to section 2(1) of the Registered Designs Act 1949 (as amended) the covenants on the part of them and the Company will be treated as good consideration and the Company will be the proprietor of any design which forms part of any Product;

## Classic Studios Limited - Terms of Business

- 6.4 The Company unless otherwise stated grant the Client a non-exclusive, non-transferable licence to use the Intellectual Property Rights referred to above solely for the use of Materials or code as permitted under this agreement;
- 6.5 The copyright licence for use of any of the Companies' services, concepts, ideas, designs, programming, and/or "look and feels", once all accounts have been settled, is for the use on the Internet and the World Wide Web only;
- 6.6 Any further use of any of Companies' services, concepts, ideas, designs, programming, and/or "look and feels" in any other format, or media, other than the Internet and the World Wide Web, will be subject to negotiation, and any agreement will be made in writing between the Company and the Client;
- 6.7 All production files remain the copyright and ownership of the Company at all times, unless otherwise specifically agreed in writing by a Director of the Company;

### 7 Liability:

- 7.1 The Company shall have no liability for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract;
- 7.2 No Claim against the Company shall be entertained for any defect arising from any design or specification provided or made by the Client or if any adjustments alterations or other work has been done to the software or creation of the Company by any person except the Company;
- 7.3 Under no circumstances shall the Company have any liability of whatever kind for:
  - 7.3.1 Any loss resulting from the improper use by the Customer or any third party of any product or software or creation of the Company;
  - 7.3.2 Any technical information recommendations statements or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Customer;
- 7.4 For the avoidance of doubt, the Company has no obligation duty or liability beyond that of a duty to exercise reasonable skill and care and in no event and under no circumstance shall the Company be liable for any loss either direct or indirect of profits, business or anticipated savings or any other direct or indirect consequential loss arising from the provision of service;
- 7.5 In no circumstances shall the liability of the Company to the Client or any third party exceed the invoice value;
- 7.6 None of the exclusions and limitations in this section shall apply in respect of liability in negligence causing personal injury or death or any other liability which cannot by law be excluded or limited;

## Classic Studios Limited - Terms of Business

### 8 Termination of the Contract by the Company:

- 8.1 The Company may terminate this Contract for default following a material breach by The Client of its obligations hereunder, provided that written notice shall offer to the Client a thirty (30) day period for remedial action. If after thirty (30) days, the cause of the default remains uncorrected, then the Company may terminate this agreement by written notice to The Client;
- 8.2 Termination of the Contract by the Company will result in the retaining by the Company of all monies received from the Client who will not be entitled to a refund of monies paid;
- 8.3 Upon termination of the Contract by the Company, the Client shall pay a sum (by way of agreed compensation for the Companies' loss of revenue by reason of such early termination and not as a penalty) which shall be no less than the remaining charges due or which would have been payable under the Contract;
- 8.3.1 The client will also be responsible for VAT on these fees and any expenses incurred up to that point;
- 8.4 In the event of termination by the Company then the Company shall return to the Client, upon The Client's request, all Client Material within thirty (30) days;

### 9 Termination of the Contract by The Client:

- 9.1 The Client may terminate this Contract for default following a material breach by the Company of its obligations hereunder, provided that written notice shall offer the Company a thirty (30) day period for remedial action. If after thirty (30) days, the cause of the default remains uncorrected, then the Client may terminate this agreement by written notice to the Company;
- 9.2 In the event of Termination of the Contract for default by the Company then the Company shall deliver all completed works, including production files to The Client, which have been paid for up until the date of termination;
- 9.3 The Client may only terminate the Contract for convenience if all outstanding invoices have been settled and the terms of the Contract have been satisfied in full;
- 9.4 Termination of the Contract by the Client will result in the retaining by the Company of all monies received;

### 10 Quotations:

- 10.1 Quotation by the Company unless otherwise stated shall be open for acceptance within 30 days of the date of submission of the quotation;

### 11 Notices:

- 11.1 Any notice required to be given by one party to the other under the terms of this Agreement shall be given only in written format, whether by means of a letter, fax transmission or e-mail communication and shall be effective only when received at the registered office or business address of the party to whom it is sent;

## Classic Studios Limited - Terms of Business

- 11.2 Any claim for no performance of the contract against the Company shall be notified in writing to the Company within ten (10) days of the date of invoice;
- 12 Portfolio and Promotion:
- 12.1 The Company may add a visually present tag to the bottom of the Clients' website with appropriate wording (For example "Website by Classic Studios") and a link to <http://www.classicstudios.co.uk>;
- 12.2 The Company may insert copyright header in the Source Code of pages produced, designed or maintained by classic Studios;
- 12.3 The Company may add the Client's company logo and an http link to the project in the Portfolio section of [www.classicstudios.co.uk](http://www.classicstudios.co.uk) and with the Client's prior approval also promote the Website in appropriate Awards categories;
- 13 General:
- 13.1 The company may from time to time revise these terms of business, which will be posted and available from the Company public internet site ([www.classicstudios.co.uk](http://www.classicstudios.co.uk)) such revised terms shall come into effect 30 days after the revised version is posted;
- 13.2 The Company may at its discretion suspend or terminate the provision of services if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under these terms;
- 13.3 This Agreement shall be subject to English law and the parties submit to the exclusive jurisdiction of the English courts for the determination of any dispute or other matter which arises out of or in relation to this Agreement.