



## **Aspect Media International Ltd**

### **Terms And Conditions of Business**

#### **Definitions:**

‘AMI’ is Aspect Media International Limited. ‘The Client’ means the party, or any person acting on their behalf with whom AMI contracts.

1. All charges & prices for services carried out by AMI are subject to VAT (where applicable) at the prevalent rate.
2. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly. Deliveries and couriers are additional.
3. An invoice will need to be raised for the full quoted and agreed amount before work can commence on any job. A separate invoice may need to be raised for any extras such as distribution, storage, deliveries or mailing.
4. All work is invoiced with a 30 day invoice, monthly or on completion of project stage unless otherwise agreed at AMI’s discretion.
5. All estimates are based on expected or agreed design/production time.
6. Where there is a change of brief, AMI will inform the Client in advance of any extra costs likely to be incurred.
7. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines.
8. Whilst every effort will be made to achieve agreed delivery, AMI cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work.
9. AMI reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 30 days or more.
10. Disbursements on behalf of any Client may result in a request for payment in advance from the Client.
11. Once final proofs/materials have been signed off, AMI cannot be held responsible financially or otherwise for any errors relating to publication, programming or any end product.
12. It is the responsibility of the Client that all materials (including, but not limited to images, text, logos, videos, data, as well as intellectual property in other media)

supplied to AMI by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. AMI will not accept responsibility/liability for infringements caused by any wrongly supplied materials.

13. AMI reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of AMI and such services are deemed to be carried out 'indirectly' by AMI.
14. As part of larger projects which involve 3rd parties commissioned directly by the client, AMI will not be held responsible in any way for services not carried out/managed directly or indirectly by AMI.
15. Advice of any loss, quality or damage issues must be reported to AMI within five clear working days of delivery and receipt and any claim in respect thereof must be made in writing to AMI within 3 working days thereafter. AMI shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
16. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform AMI immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.
17. Whilst taking every care to protect all media, components and correspondence supplied, AMI cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
18. AMI accepts no liability for any loss or damage to Goods completed or delivered by third parties/couriers/subcontractors through us or otherwise, including, the Hosting of the Client's websites, emails and delivery of components / Goods.
19. The ownership of the web pages and copyright therein shall remain with AMI until payment in full has been received for all sums owing. Once payment has been received, ownership and copyright shall pass to the Client for page text and graphics specific to the Client. Ownership of all design and code used in processing web pages shall remain with AMI and it is expressly agreed that the use of such code in processing the web pages does not confer any passing of title from AMI to the Client.
20. AMI cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore AMI will not accept liability for any alleged claim from the Client or any Third Party as the result of similarity in part or whole of a Third Party's copyright protected or registered trademark or brand, identity, colour usage, image style and content, product or otherwise.

21. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by AMI.
22. Although AMI may provide the Client with a template cookie policy, privacy policy and terms of use for their website, it remains the Client's responsibility to update these and modify according to their own data protection policies documentation.
23. When out of contract with AMI all sensitive data such as access to advertising platforms are deleted within 12 months. Basic company and contact details and access is kept on file for potential future updates to websites, videos etc (website access information and contact details are kept on record for updates and maintenance. This information can be removed / erase or modified if required.
24. AMI may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of AMI. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.
25. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that AMI judges to be proportional to the amount of work completed on the commission.
26. AMI reserves the right to the addition of our Company credit on projects and, to the use for self-promotion any work carried out for the Client.
27. AMI reserves the right to use both initial creative concepts and final approved design work for the purposes of AMI's marketing activities (both online and offline) unless otherwise agreed with the Client.
28. Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms and Conditions alterations.
29. AMI shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.
30. AMI will have a lien over any product, data or materials if all payments due from you have not been paid and cleared in full within 1 month from the date of the invoice. We reserve the right to withhold supply of goods and, in the case of web services, this includes recalling services including the hosting of websites.

31. The Client is agreeing fully to AMI's trading Terms and Conditions by commissioning our services.