



**WebVideoPro Ltd. Terms & Conditions of Contract:** This version dated 12/04/2013

1. Unless agreed otherwise in writing, 40% of the invoice as a deposit must be paid after terms of contract are agreed and before commencement of the project. A stage payment of 30% must be paid prior to commence of post-production phase and the final 30% paid on completion, prior to delivery. Product will be delivered once final payment has been received and cleared.
2. WebVideoPro Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client and the deposit paid.
3. WebVideoPro Ltd. fees shall be exclusive expense items related to the agreed proposal. For example; messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, audio and video files other than stated in the initial agreement, transport, food, travel accommodation, equipment hire, subsistence, fax charges and similar items, which will be invoiced to the client separately from the agreed proposal invoice.
4. If payment is not received within 30 days of the invoice date, WebVideoPro Ltd. will automatically charge interest at a rate of 10% per seven days periods from the invoice due date. Late payment charges will be added to the customer's account / invoice.
5. Payment may be made by bank transfer, credit card, cheque or cash.
6. All cheques must be made payable to WebVideoPro Ltd.
7. The customer's requirements must be clearly provided to WebVideoPro Ltd. in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by WebVideoPro Ltd. and may incur further cost.
8. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of projects as long as it is acknowledged with a response.
9. A video will only be publicly released by WebVideoPro Ltd. once the customer approves all content as complete and satisfactory and confirms this in writing.
10. A customer may terminate the contract at any time by written notice of termination.
11. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by WebVideoPro Ltd. unless any other written agreement is reached in advance.
12. Any monies (excluding the deposit) held on account and unused will be returned to the customer subject to a 5% administration charge.
13. WebVideoPro Ltd. reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libelous, defamatory or illegal.
14. Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the 'unsuitable' information, its inclusion may be considered.

15. WebVideoPro 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 and should be posted, published or broadcast.
16. WebVideoPro Ltd. cannot be held liable for loss or damage caused as a result of third party action or failure.
17. The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for WebVideoPro Ltd. crew or equipment and such arrangements shall be notified to WebVideoPro Ltd. In writing in 21 days in advance of travel to that jurisdiction.
18. WebVideoPro 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 and should be posted, published or broadcast.
19. If a project requires additional content this is, in effect, a proposal changes. An amendment will be made to the original contract and, once approved, becomes contractually binding.
20. Unless otherwise stated in the Order, the WebVideoPro Ltd. retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to WebVideoPro Ltd. to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. WebVideoPro Ltd. retains the right to use this material in its original and edited form as they see fit, for example for their own promotional purposes, unless otherwise agreed in the Order. This may exclude any third party material (e.g. Music). The Customer agrees to indemnify the WebVideoPro Ltd. in the event of any breach of copyright claims being brought against WebVideoPro Ltd. in respect of material supplied by the Customer.
21. Any confidential or proprietary information which is acquired by WebVideoPro 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, WebVideoPro Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
22. Any contract requiring WebVideoPro 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 WebVideoPro Ltd., its servants or agents, as necessary and to provide such information or material required by WebVideoPro Ltd. in timely fashion in order to enable them to complete the project by the specified deadline.
23. WebVideoPro Ltd. office hours are 9.00 a.m. to 5.00 p.m. Monday to Friday unless notified otherwise.
24. Any claims must be made in writing to WebVideoPro Ltd. within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
25. Should the customer have cause to make any complaint about service or products, the complaint, if put in writing, will be acknowledged by WebVideoPro Ltd. within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to WebVideoPro Ltd.
26. WebVideoPro Ltd. shall be under no liability if 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, fire, flood, drought, failure of power supply, lock -out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to WebVideoPro Ltd., elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.