



# TERMS & CONDITIONS

*By using our services you agree to be bound by these Terms and Conditions*

## **1. Application and Entire Agreement**

1.1 These Terms and Conditions apply to the provision of the Services detail in our quotation (Services) by Pix-L Digital Media of Unit 1, 17 Lawnswood, Wordsley, DY5 5PE (we or us) to the person buying the Services (you).

1.2 You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) is the entire agreement between us.

1.3 You acknowledged that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **2. Interpretation**

'Business day' means any day other than a Saturday, Sunday or Bank Holiday in England and Wales

'Confirmed booking' a booking that you have agreed and confirmed with us upon receiving a quotation for the Services and on the date specified.

'Business hours' means a business day of 10 (ten) hours – any extra time worked will be charged as per section 4.1.1

'Travel day(s)' equates to any time spent travelling to and from a location which is more than 5 (five) hours – any travel days will be charged as per section 4.1.2

'Delivery date' a date by which the Services provided by us are completed as per specified by you, upon receiving and confirming the booking.

The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Word imparting the singular number shall include the plural and vice-versa.

## **3. Services**

3.1 We warrant that we will use reasonable care and skill in our performance of the Services, which will comply with the quotation, including any specification in all material respects.

3.2 We can make any changes to the Services, which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

3.3 We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performances of our obligations.

3.4 All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

#### *Your obligations*

1. You must obtain any permissions, consents, licenses or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matter which we need to provide the Services.

2. If you do not comply with clause 10 (ten), we reserve the right to terminate our services.

3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

#### **4. Fees**

4.1 The Fees for the Services are set out in the quotation and are on a time basis.

4.2 Business hours will be charged at £25 per hour outside of the 10 (ten) hour working day.

4.3 Travel day(s) will be charged at 50% of quoted filming day rate per day.

4.4 In addition to the Fees, we can recover from you: a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs subsistence and any associated expenses, b) the cost of Services provided by third parties and required for the performance of the Services, and c) the costs of any materials required for the provision of the Services including, data storage and licenced soundtracks.

4.5 You must pay us for any additional Services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 4.2 also apply to these additional Services.

#### **5. Cancellation Policy**

5.1 In the event of cancellation of commissioned work (including editing) the following Fees will apply:

5.2 Cancellation within 5 (five) working days (UK Bank holidays do not class as working days) – 75% Fee will be payable.

5.3 Cancellation within 10 (ten) working days (UK Bank holidays do not class as working days) – 50% Fee payable.

#### **6. Payment**

6.1 We will invoice you for the payment of the Fees when we have completed the Services.

6.2 You must pay the Fees due within 30 (thirty) days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.

6.3 Time for payment shall be of the essence of the Contract.

6.4 Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% of the total invoice amount per month until payment is received in full.

6.5 All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

6.6 If you do not pay within the period set out above we can suspend any further provision of the Services and cancel any future Services, which have been ordered by, or otherwise agreed with you.

6.7 We will issue receipts for payment only at your request.

6.8 All payments must be made in British Pounds (GBP).

## **7. Sub-Contracting and Assignment**

7.1 We can at any time assign, transfer, charge, subcontract or deal in any other manner with, or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner, any or all of our obligations to any third party.

7.2 You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all our any of your rights or obligations under these Terms and Conditions.

## **8. Termination**

8.1 We can terminate the provision of Services immediately if you:

a) commit a material breach of your obligations under these Terms and Conditions.

b) fail to make payment for any amount due under the Contract on the due date for payment.

c) are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage, or any other statutory provision for the relief of insolvent debtor; or

d) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made within its creditors; or

e) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors.

## **9. Recorded Material**

9.1 The Raw Footage, video files, audio files and edited video files including all copyright remain the property of PIX-L Digital Media until full payment is made for the Services.

Where Services remain unpaid or in the event that a final agreed payment is not made, PIX-L Digital Media reserves the right to withhold all recordings and finished works and use all or portions of the recordings and finished works for display, promotional or commercial purposes.

Copyright in all original video, images, audio, lyrics or musical composition included or recorded in the *edited* video or recorded by equipment used by PIX-L Digital Media will remain the property of the author.

9.2 The Customer may purchase Raw Footage in viewable format for an additional fee of 50% per day of footage. If the Customer requires any Raw Footage to be provided by way of a separate hard disk, the customer must pay PIX-L Digital Media an additional fee for the cost of the media storage device.

## **10. Liability and Indemnity**

10.1 Our liability under these Terms and Conditions, and in breach of statutory duty, or misrepresentation or otherwise, shall be limited as set out in this clause.

10.2 The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

10.3 We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

- a) any indirect, special or consequential loss, damage, costs, or expenses or;
- b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption' or, other third party claims; or
- c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
- d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
- e) any losses arising directly or indirectly from the choice of Services and how they will meet our requirements or your use of the Services or any goods supplied in connection with the Services.

10.4 You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

10.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentations, or for any other matters for which it would be unlawful to exclude or limit liability.

## **11. Circumstances Beyond a Party's Control**

11.1 Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of the party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 (ninety) days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **12. Communications**

12.1 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given:

a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; or

c) on the fifth business day following mailing, if mailed by national or ordinary mail; or

d) on the 10<sup>th</sup> (tenth) business day following mailing, if mailed by airmail

12.3 All notices under these Terms and Conditions must be addressed to the most recent address or email address notified to the other party.

## **13. No Waiver**

13.1 No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## **14. Severance**

14.1 If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

## **15. Third Party Rights**

15.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **16. Law and Jurisdiction**

16.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

ENDS

**For detailed Terms and Conditions please contact the office:**

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