

Horizon Digital Media Ltd - Terms and Conditions E&OE

Definition: These terms of business apply to any work ('the work') undertaken by Horizon Digital Media Ltd and Horizon Creative Ltd ('Horizon') arising from verbal or written instructions given by a Client ('the Client').

Generally: These terms and conditions will apply unless a variation has been subsequently agreed and confirmed in writing, signed by an authorized employee of Horizon and the Client. All work carried out by Horizon on behalf of a Client will be on a License only basis until full payment is received.

License: Horizon will carry out any and all work requested by and agreed with (verbal or written) the Client. This will be on a License basis only until Horizon receives full payment. Until such time, ownership of the work remains with Horizon. The Client has the permission to use the work on a License basis only until Horizon receives full payment. At this point, full ownership of the work passes to the Client.

Instructions: The Client shall be solely responsible for providing Horizon with all the necessary information in connection with the project, its goods, the market etc. (as required) and Horizon shall not be responsible for any shortcomings in such information.

Completion: Any date specified for the completion of the work is an estimate, whilst every effort will be made to meet the date specified this cannot be guaranteed.

Prices and Payment: 1. The contract price shall include all fees and costs as charged to or estimated by Horizon. 2. Horizon is obliged to produce first stage (second stage if detailed within the quotation) proofs within the quoted price. Additional charges will be made for any extra work entailed in altering or modifying designs or artwork caused by any changes, amendments or additions whether experimental or otherwise, to any artwork after the first or second proof has been submitted. 3. The contracted price is exclusive of VAT, and is also exclusive of all local or other chargeable taxes. 4. Any estimates of the whole or any part of the contract price is given in good faith and shall be treated as an estimate only and all errors and omissions shall be excepted. 5. Any estimates of contract price shall be valid for 30 days at date of issue. 6. Payment of the contract price shall be made in pounds sterling 30 days from date of invoice of goods and services. Horizon shall be entitled to charge interest on overdue sums thereafter. 7. Where a job is partly funded via grant or otherwise, the payment that the customer is liable for is still required under these terms and conditions.

Stages (Phases): Where the contract is estimated in stages or phases then each stage shall be an individual contract and as such payments shall be made by stage. On request Horizon shall be entitled to be paid fifty percent of the estimated contract price for each stage in advance and each stage shall be a separate cost commitment.

Title: Title to the final project shall only pass to the Client when, the full contract price for the product has been paid.

Intellectual Property Rights and Copyrights: 1. Horizon agrees to take all reasonable care and precaution to ensure that no design proposed or submitted infringes any existing patent design right, registered design or other Intellectual Property Rights of a third party. It does not warrant or give other representation that any such design will not infringe any such right. 2. Copyright and all Intellectual Property rights in designs, sketches, drawings, dummies, models and any other work produced by Horizon remain the sole property of Horizon unless and until otherwise assigned. 3. It is the sole responsibility of the Client when using any product prepared by Horizon to ensure that any such product does not infringe or contravene any trademark, patent or copyrights. 4. Horizon will carry out work at the instruction of the Client unless they are deemed to be illegal or improper. Horizon will not be held responsible for any action taken by the Client or a third party for work carried out by Horizon. 5. It is the sole responsibility of the Client to ensure that the information provided or selected for inclusion within the project does not infringe upon any Copyright and all Intellectual Property rights.

Use of Work: Work carried out during the course of the commission shall not be used for any purpose other than that for which it was commissioned nor may any presentation work, sketch work or artwork in rough form be used or published as finished work without prior approval from Horizon.

Warranty: All proposals made by Horizon are in good faith and on the basis of instructions and information put before Horizon by the Client at the time of preparation. Their suitability or application of effectiveness will depend on the Client, the Client's staff and subcontractors to the Client and no proposal is to be taken to warrant achievable or attainable results or performance.

Indemnity by the Client: The Client shall indemnify Horizon in respect of all financial liability (including professional costs, damages and accounts of profits) arising out of any claims made against Horizon alleging infringement of the Intellectual Property Rights if such claims arise from the use of the information, inventions, ideas, designs, artwork, copy or other material provided by the Client to Horizon or in respect of all and any claim however arising under the Consumer Protection Act 1987.

Cancellation: The Client may stop the project at any time subject to following provisos. If the Client terminates the project upon completion of a stage then they shall pay Horizon's fees and expenses up to the end of that stage. If the Client cancels the project during a stage the Client agrees to pay the full agreed fee for that stage and all expenses incurred up to the cancellation including any expenses relating to work that may have been commenced but not presented. On cancellation or postponement to the commission or any part of it for any reason Horizon shall retain the copyright unless the fee agreed in advance for the work had included assignment of the copyright and the fee in total has been paid.

Infringement: Horizon shall be under no liability to the Client for any actions costs, claims or demands suffered in respect of any infringement of any patent, trademark name, and registered designs for the protection of Intellectual Property or Passing Off save insofar as such infringement is due to the default or bad faith of Horizon.

Confidentiality: The Company will use its best endeavors to preserve the confidential information of the Client.

Implementation: 1. Horizon will advise on implementation based upon normal production methods and techniques. 2. Proposals for implementation of Horizon's designs and production are based upon the information provided by the Client and no warranty or representation is given concerning performance. 3. The Client shall indemnify Horizon in respect of any claim howsoever arising under the Consumer Protection Act 1987.

Limitation of Liability: Horizon will carry out the work commissioned to a proper professional standard but otherwise it cannot and does not accept any liability for any loss suffered by the Client arising from or out of the work or any consequent product. Specifically Horizon does not accept any responsibility for default by any third party or their subcontractor or by any manufacturer or supplier.

Artworks and Proofs: Horizon will prepare and check artwork for reproduction as carefully as possible. However, Horizon does not accept responsibility for any errors caused by the Client, themselves, or suppliers once the artwork, has been passed for print or production. The final responsibility for any errors or omissions remains with the Client. Artwork, sketch work or digital artwork kept for over one year may be destroyed unless claimed by the Client.

Variations: Quantities of product are subject to a +/- 5% variation in supply due to normal production limitations.

Publicity and Examples: 1. Horizon shall have reasonable right to publicize its involvement in the contract. 2. The Client shall provide examples of all its products covered by the contract to Horizon, free of charge, and Horizon may use them for its publicity.

Interpretation: In these Conditions and all other contract documents between Horizon and the Client, references to the singular shall include the plural and the vice versa, references to the masculine shall include the feminine and vice versa and references to the individuals shall include corporations and vice versa.

English Law: The contract and any other matters concerning the relationship between Horizon and the Client shall be governed by and constructed in accordance with English Law and shall be subject to the non-exclusive Jurisdiction of the English Court.

Generally: This agreement is the whole agreement between the parties and shall not be varied save as may be agreed in writing.