

**TERMS OF BUSINESS
GENERAL (EXCLUDING 3D VR SERVICES)**

- 1) *These Terms and Conditions (T's & C's) will apply to the supply of services, excluding 3D VR Services, provided Jon Nash Visuals for commercial or personal purposes.*
- 2) *Refer to the separate Terms and Conditions for our 3D Services, and where mixed services are being supplied.*
- 3) *You acknowledge and agree to accept these T's & C's when you accept our quotation, or from the date of any performance of our Service (whichever happens earlier). These T's & C's and our Quotation ('the Contract') are the entire Agreement between us.*
- 4) *In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:*
 - a) *Client', 'you' or 'your' mean the person or organisation who commissioned the work and/or to whom the invoice is addressed (whether the Client is acting for a Third Party or not).*
 - b) *The words or terms 'Jon Nash' 'Jon Nash Photography' 'Jon Nash Visuals' '3+ Films' or the words 'us', 'we' or 'our' refers to Jon Nash, our agents or representatives.*
 - c) *'Licence to Use' means a, non-transferrable licence granted by us to you to use Work subject to and in accordance with Clauses 30 to 39 inclusive.*
 - d) *'Work' shall mean any photograph, video, visual material, artwork, image, graphic or other material, work, product or service that is provided by Jon Nash.*
 - e) *'Booking' means any request, order, job, booking, project, commission or instruction by or on behalf of the Client for creation of Work by Jon Nash.*
 - f) *'Production' means the filming, photography, and other services related to the creation of Work*
 - g) *'Post-production' means editing, and other services related to finalising Work*

OUR SERVICE

- 5) *We commit to using reasonable care and skill in our performance of the Service which will comply with our quotation. We can make changes to the Service which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.*
- 6) *We will give you an estimated duration for the Service when you book. We will take reasonable steps to meet your time requirements, providing you have given us clear communication. However, time will not be of the essence in the performance of our obligations. We will not under any circumstances be responsible for loss, damage or costs arising from late, erroneous or non-delivery of our Service.*
- 7) *We require your written/mailed acceptance of our quotation, which will constitute a Booking with us. After this, we will accept verbal instructions but accept no liability for any misunderstanding or error given in this form.*
- 8) *Unless otherwise agreed in advance, you accept our decisions on creativity, equipment, and those based on technical considerations in the Service we provide. Where you have provided a written creative brief, we will make reasonable efforts to deliver to this providing you have given us clear and timely communication. There is no right to reject on the basis of style, composition or editing unless we have agreed a fee in advance entitling you to reject the Work*
- 9) *Video production – approval/amendments of first-cut edit: We will stipulate the number and type of revisions on your quotation and/or Booking confirmation. You are responsible for providing us with your timely review and comments. Delays in your response may extend the quoted project duration and/or incur additional charges to you. Revisions and/or significant re-edits not included in your initial quotation may result in further charges to you.*
- 10) *Unless indicated otherwise, our prices are quoted exclusive of VAT. VAT, where applicable, will be added to the final invoice(s). The quotation will not necessarily include all expenses or fees which may be incurred.*
- 11) *We reserve the right to ask for a deposit or full payment up front before we provide our Service.*
- 12) *We make no warranty to archive, retain, store or host the Work we have supplied to you beyond the date of first delivery to you, the date stipulated on our invoice, or a date we have agreed with you in writing.*
- 13) *We hope that you will be happy with our Service to you, but if you're not, please let us know without delay. If you haven't been directly in touch within five days of us providing the completed Work, we will consider our Service to have been acceptable by you.*

YOUR OBLIGATIONS

- 14) *For us to provide our Service to you, you must obtain any necessary permissions, clearances, consents, or otherwise that we need. Such permissions include but are not limited to those relating to branding, trademarked goods or logos, use of intellectual property, sound recordings and music, model or property releases, and any copyrighted Work which will form part of the final Work. We may be able to assist you with obtaining the required permissions, clearances or consents, and we may charge for this service.*

- 15) *Unless otherwise agreed, you must make the necessary advance arrangements, and assign someone to us on the day to ensure we have uninterrupted access to allow production as per the Booking.*
- 16) *If you cannot, or you fail to, comply with the provisions of this section (**Your Obligations**) we can reschedule or terminate the Service. You will be liable for additional charges for our Service, and any costs we have incurred or that arise. We reserve the right to make no refund or credit to you for any lost scheduled production time/day(s). Furthermore, we are not liable for any delay or failure to provide the Service. We will not under any circumstances be responsible for loss, damage or costs arising from late, erroneous or non-delivery of the Service. In all cases, you will indemnify us against all expenses, loss, damages, claims and legal costs arising.*
- 17) *If you wish to postpone or change the agreed date(s) and/or time(s) of the Booking we will look to accommodate your new schedule. Subject to circumstances, we'll try to do this with no/minimal additional charge. However, you acknowledge that we do reserve the right to make a charge, and that you are liable for all costs and expenses that we have already incurred in relation to your Booking.*

PAYMENT TERMS

- 18) *You agree to pay our total fees for our Service, as set out in our invoice. We will issue you with a VAT invoice for the Service we have supplied or will supply. Our payment terms will be shown on the invoice. Payment of the invoice in full is by BACS unless we agree to a different method. You are liable for any bank charges your bank makes for the electronic transfer.*
- 19) *We reserve the right to suspend our provisions of Services to you for amounts overdue by 14 days or more. Where we have provided you with Work, our agreement with you to use it, in any manner, is suspended until we have received full and final payment of our invoice.*
- 20) *If you don't make payment in accordance with the terms on the invoice, we may rescind this agreement and seek to recover our damages or may exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998. We reserve the right to suspend ongoing services such as, but not limited to hosting, administration, support, for amounts overdue by 30 days or more.*

CANCELLATION AND AMENDMENT

- 21) *We can withdraw, cancel or amend a quotation if you have not accepted it, or if the Service has not started, within a period of 14 days from the date of the quotation (unless the quotation has been withdrawn).*
- 22) *If you wish to amend the requirements set out in the original Booking, unless otherwise agreed, we require your revisions in writing. You understand and agree to accept that you may incur additional charges for making the revisions and amendments.*
- 23) *We will make all commercially reasonable efforts to ensure we provide our Service as agreed. However, we reserve all rights to terminate the provision of our Service to you at any time. In the event of our cancellation, we will refund to you any deposit that you have made. Reasons for cancellation or postponement may include, but are not limited to, staff illness, short notice medical emergencies, natural/human disasters/events.*
- 24) *You can cancel a confirmed Booking at any time. We require your notification in writing. We reserve the right to retain any deposit payment, and to make a charge, as follows:*
 - i) *We will make no charge for the cancellation of a Booking made more than 10 days in advance of the agreed start date;*
 - ii) *For cancellation made within 4-10 days of the agreed start date: 25% of our quoted price;*
 - iii) *For cancellations made within 1-3 days of the agreed start date: 50% of our quoted price;*
 - iv) *For cancellation made during your project's production stage: 75% of our quoted price*
 - v) *For cancellations made during your project's post-production stage: 100% of our quoted price*
 - vi) *For any cancellation you make, you will be liable for any non-refundable costs (eg. travel costs) that we have incurred in relation to your Booking.*

LIABILITY AND INDEMNITY

- 25) *Our liability under these T's & C's, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.*
- 26) *In all cases, the total amount of our liability is limited to the total invoice value for our Service, less any costs we have incurred for our Service that we have already carried out, provided this has been within the agreed Booking.*
- 27) *We are not liable (whether caused by our affiliates, employees, agents or otherwise) in connection with the provision of our Service, or the performance of any of our other obligations under these T's & C's, 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 Service and how it will meet your requirements or your use of the Service or any goods supplied in connection with the Service.

- 28) Whilst we take all reasonable care handling your work, we accept no liability if our Service is lost, damaged or stolen whilst in our possession, howsoever caused. Where we cannot recover the Service, we will decide whether to reproduce the content at no extra charge to you or to terminate the project with a refund of your deposit. In any circumstances, we cannot be held liable for any of your costs incurred in the original Booking.
- 29) 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) and caused by you or your agents or employees.

COPYRIGHT AND TITLE

- 30) Jon Nash supplies the technical and artistic ability to illustrate an idea in visual format, and sells the right to reproduce Work in a given context. Title to all Work remains our property.
- 31) We own all copyright, and all associated intellectual property rights to all the Service, Work or Product we create and supply, whether it forms part of a finished project or not. Nothing shall be deemed as a release, transfer, assignment or other disposal of our rights in the Work unless expressly agreed by us in writing.
- 32) Reproduction rights are granted by way of a Licence to Use. No partial or other assignment of copyright shall be implied. The License to Use comes into effect only once you have made full and final payment of our invoice and Work may not be used beforehand unless agreed by us in writing.
- 33) The terms of the Licence are limited to the use and time-period agreed to at Booking, and which we will show on our invoice. An agreement must be reached with us before Work can be used for a different purpose or after the Licence to Use has expired.
- 34) We reserve the right to use any Work that we create for any legal purpose, including our own advertising or promotional material for our Service, unless otherwise agreed with you in writing.
- 35) "Jon Nash" must be shown on or in reasonable proximity to all reproductions of the Work which are published by you or on your behalf, unless we have otherwise agreed with you in writing. We assert our statutory right to be identified under Sections 77-79 of the Copyright Designs and Patents Act 1988.
- 36) Your licence grants you permission to use the content only in the state that we provide it to you. You will not: **a)** use it or distribute it in conjunction with any other content for any purposes which are libellous, defamatory, pornographic, obscene, or contains excessive violence, 'hate speech', malicious code or deceptive advertising; or modify or create any derivative work based on our Work (or any component thereof); or re-edit, copy or alter the content in any way.
- 37) License/Reproduction rights granted are personal to you. You are not permitted to reassign, loan, transfer or sub-licence any Work that we provide to you without our prior agreement. We reserve the right to refuse to supply or grant a reproduction licence to a third party should you request us to do so.
- 38) Where Work is to be published to a website of any kind, you must take reasonable steps to limit the ease of copying and downloading the same.
- 39) The Licence granted to you will automatically be revoked if you breach any of these T's & C's.

TERM AND TERMINATION

- 40) This Contract will take effect on your acceptance of our quotation and, unless earlier terminated in accordance with these T's & C's, will remain in effect until the expiry of the Term.
- 41) We can terminate the provision of the Service immediately to you if you:
a) Commit a material breach of your obligations under these T's & C's, or; **b)** fail to pay any amount due to us on the date due for payment, or; **c)** are, become, or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor, or; **d)** enter into voluntary or compulsory liquidation.

EFFECT OF CANCELLATION, TERMINATION OR EXPIRATION OF TERM

- 42) Upon the cancellation, termination, or expiry of the Term of this Contract, for any reason, the Licence we have granted to you will immediately be terminated.
- 43) The licenced Work must be returned to us in good condition, and any digital files stored by you must be deleted.
- 44) We will make no refund for Services already provided. You are liable to make settlement in full for the full amount of our invoices that remain outstanding.
- 45) Ts&Cs relating to Copyright and Title, Liability and Indemnity, and revision to our T's & C's will survive beyond the termination of this Contract.

CIRCUMSTANCES BEYOND A PARTY'S CONTROL

46) Neither of us is liable to the other for any failure or delay in performing our obligations (other than a failure to pay fees when due) where such failure results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to, power failure, Internet Service Provider failure, failure by a supplier to provide services, industrial action, civil unrest, fire, natural disasters, 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 60 days, either of us may terminate or cancel the Service to be carried out under these T's & C's without liability to the non-performing party and receive a refund of any unused fees prepaid by such terminating party, if any.

MISCELLANEOUS

- 47) Unless otherwise agreed, you shall keep confidential any methodologies and technology that we use to produce and supply our Services to you.
- 48) We can at any time, assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these T's & C's and can subcontract or delegate in any manner any of our obligations to any third party.
- 49) These T's & C's and Conditions and any accompanying documentation are governed by the laws of the England and Wales. Any dispute, controversy, proceedings or claim relating to these T's & C's including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the jurisdiction of the courts of England and Wales.
- 50) Jon Nash reserves the right to revise any of these T's & C's without prior notice to you. You should visit the Jon Nash web page www.jonnash.com for changes. If you disagree with any changes to these T's & C's, your sole remedy is to stop your use of our Service (refer to Clause 42 to 45 inclusive). Continued use of our Service after we have posted a change constitutes your acceptance of the change.
- 51) If any term, provision or condition of these T's & C's is held by a court of to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.