



Think Tank Productions Ltd

Terms and conditions - general

General

1. The client shall purchase the work (meaning the project to be provided as detailed in the proposal) in accordance with any written proposal of Think Tank Productions Ltd which is accepted by the client, or any order of the client which is accepted by Think Tank Productions Ltd in writing, subject in either case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions and no variation to these conditions shall be binding unless agreed in writing between the parties.

Copyright licence

2. The copyright of the work commissioned by the client shall be retained by Think Tank Productions Ltd.

3. The client or the client's customer (where the client is acting as an intermediary) is granted a royalty free licence to use and reproduce the work solely for the purposes of operating their project.

4. Nothing in this agreement shall prevent Think Tank Productions Ltd from using or exploiting the work or any part of it in any medium or for any purpose other than that granted above to the client or the client's customer provided that no use will be made of the client's or the client's customer's visuals and that such exploitation will not be detrimental to the business of the client or the client's customer.

5. Think Tank Productions Ltd will normally grant the client or the client's customer a licence for use for other purposes or in other mediums or formats subject to payment of a further fee in line with current licensing rates to be mutually agreed between Think Tank Productions Ltd and the client and subject to prior approval by Think Tank Productions Ltd of the proof copy for such new use.

6. The licence hereby granted to use the work is contingent upon Think Tank Productions Ltd having received payment in full of all monies due to Think Tank Productions Ltd and no reproduction or publication rights are granted unless and until all sums due under this agreement have been paid.

7. The licence hereby granted is personal to the client or the client's customer (where the client is acting as an intermediary) and the rights may not be assigned or sub-licensed to third parties without The Company's written consent.

Price and payment

8. The client agrees to pay The Company's charges in accordance with the proposal. The client will reimburse Think Tank Productions Ltd for all reasonable expenses incurred in the course of performing the work and in accordance with the proposal. Prices are exclusive of vat (where appropriate) which will be charged in addition at the rate in force at the time of the invoice.

9. The client shall pay all invoices within 30 days of their receipt. Interest at a rate of 4% above the base rate per month is payable on any balance unpaid after 30 days of the date of invoice.

Cancellation/rejection

10. If performance of the work is cancelled or work is rejected by the client, the client shall pay a cancellation/rejection fee as follows:

- (i) 20% of the agreed fee if the work is cancelled/rejected before presentation of roughs;
- (ii) 35% of the agreed fee if the work is cancelled/rejected at the presentation of rough stage;
- iii) 100% of the agreed fee if the work is cancelled/rejected on the delivery of the final version;
- (iv) pro rata if the work is cancelled/rejected at an intermediate stage.

11. In the event of cancellation or rejection, ownership of all rights granted under this agreement shall revert to Think Tank Productions Ltd unless the work is based on the client's visual or otherwise agreed.

Delivery

12. Think Tank Productions Ltd shall use all reasonable endeavours to deliver the work to the client by the agreed date and shall notify the client of any anticipated delay at the first opportunity.



13. Think Tank Productions Ltd shall not be liable for any consequential loss or damages arising from late delivery of, or any defect in, the work and Think Tank Productions Ltd's liability for all claims, loss or damage arising under this agreement whatsoever and through negligence or breach of contract or howsoever shall be limited to the value of the fees paid under this agreement.

Approval

14. Proofs of all text, scripts and images forming part of the work may be submitted for client's approval and in that event Think Tank Productions Ltd will have no liability for any uncorrected errors. Client's corrections, additions or variations including alteration of style and the cost of additional proofs necessitated by such corrections will be charged in addition to the price on a time and materials basis.

Warranties

15. Except where the work is based on reference material or visuals supplied by the client or where otherwise agreed, Think Tank Productions Ltd warrants that, as far as Think Tank Productions Ltd is aware, the work is original and does not knowingly infringe any existing copyright

16. Any claim by the client which is based on any defect in the work or its failure to correspond with the proposal shall be notified in writing to Think Tank Productions Ltd within 3 months from the date of delivery. If the client does not notify Think Tank Productions Ltd accordingly, the client shall not be entitled to reject the work and Think Tank Productions Ltd shall have no liability for such defect or failure, and the client shall be bound to pay the price as if the work had been delivered in accordance with the agreement.

17. Where any valid claim in respect of any of the work which is based on any defect in the quality or condition of the work or its failure to comply with the proposal is notified to Think Tank Productions Ltd in accordance with these conditions, Think Tank Productions Ltd shall be entitled to replace the work (or the part in question) free of charge or, at The Company's sole discretion, refund to the client the price of the work (or a proportionate part of the price), but Think Tank Productions Ltd shall have no further liability to the client.



18. The client warrants that any necessary permissions have been obtained for the agreed use of material or visuals supplied by the client or its customer and shall indemnify Think Tank Productions Ltd against any and all claims and expenses including reasonable legal fees arising from The Company's use of any materials provided by the client or its customer.

Ownership of the work

19. Think Tank Productions Ltd shall retain ownership of all the work (including proofs and other materials except client's images) delivered to the client.

Source code

20. On request Think Tank Productions Ltd will:

- (i) provide a quotation for the provision of source code in the work specifically created or developed for the client for the sole purpose of modifying and maintaining the work and not for resale;
- (ii) provide a quotation for the provision of support services for the work and the source code;

Client's input

21. Think Tank Productions Ltd shall not be liable for delays caused by matters outside their control. Any times or dates quoted for the supply of the work are dependent on the client giving reasonable instructions to Think Tank Productions Ltd and the client having made adequate preparations so that Think Tank Productions Ltd can carry out the work.

22. Think Tank Productions Ltd shall not be required to reproduce any matter which in The Company's opinion is or may be libellous, likely to infringe a third party's intellectual property rights or otherwise be of an illegal nature.

Credits/moral rights

23. The client shall ensure Think Tank Productions Ltd is credited in any use of the unmodified work. Think Tank Productions Ltd reserves the right to be credited in any use of the modified work.



24. Think Tank Productions Ltd hereby waives the right to injunctive relief for breaches of the right of integrity and the right of paternity.

General

25. All notices shall be sent to Think Tank Productions Ltd and to the client at the address stated in this agreement. Each party shall give written notification of any change of address to the other party prior to the date of such change.

Governing law

26. These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the non-exclusive jurisdiction of the English courts.