



TERMS & COND

Parties

1. **Flat Frog Studio** (Trading as **Flat Frog Films LTD**) is a limited liability company registered in England (Company Number **06696733**) with its registered office at Flat Frog Studios, Mead Chesham HP5 2AH ("**Flat Frog Films**" / "**F**" and
2. You are the **CLIENT** who has engaged Flat Frog for the provision of the Services for the business you work for (the "**Client**" / "**you**")

1. Definitions and Interpretation

1.1. The definitions and rules of interpretation in this Agreement shall apply to this Agreement of Business ("**Agreement**"):

Business Day: a day other than a Saturday, a Sunday or a public holiday in England, Wales;

Client Materials: all materials, products or other items provided to us by you or used in relation to the provision of the Services;

Data Protection Laws: means the Data Protection Act 1998, the Data Protection Act 2018, the United Kingdom, General Data Protection Regulation, and any other data protection laws applicable, the data protection or privacy laws of any country;

Fees: : any fees payable by you to us under this Agreement or any Order;

Final Approval: either: (a) the point of payment of the Fees; or (b) the point at which we send you the Final Photographic Works for approval; or (c) the point at which you confirm confirmation as to whether the Final Photographic Works are acceptable; or (d) the earlier of (a), (b) or (c);

Final Photographic Works: : the finalised version of the Photographic Works;

Free Trial: provision of the Services by Flat Frog to you for a period of 14 days free of charge;

period of time or maximum amount of Photographic Works to be provided by Flat Frog Films to the Client at our sole discretion;

Intellectual Property Rights: any patents, copyrights, trademarks, trade names, rights in get-up, rights in goodwill or trade dress (whether registered or unregistered) database rights, trade secrets or other confidential information (including without limitation) or any other intellectual property rights or industrial designs, whether registered or unregistered and including without limitation any extensions of, such rights, and all similar or analogous rights in any part of the world;

Order: an order placed on www.flatfrogfilms.com for Photographic Works to be provided by Flat Frog Films to the Client in writing;

Personal Data: has the meaning under the applicable privacy law;

Photographic Works: any images, graphics, illustrations, photographs, photographic, animated or video content produced in accordance with the Specification. The term 'Photographic Works' includes all such Works';

Services: the services to be provided by Flat Frog Films as specified in the applicable Order which may include creative shots, pack shots, lifestyle and/or video production, raw materials, post production services, image clipping, and video editing services;

Shoot Date: the date agreed upon between the Client and Flat Frog Films when the Works will be initially created;

Specification: the number of shots, angles and other details to be captured as requested by you in the Order;

Website: www.flatfrogfilms.com

- 1.2. Clause headings are for references purposes agreement
- 1.3. A reference to a statute or statutory provision or re-enacted from time to time
- 1.4. The terms 'including', 'include', 'In particular' constructed as illustrative and shall not limit terms.
- 1.5. A reference to 'writing' or 'written' includes e

2. Engagement

- 2.1. Acceptance by you of this agreement shall be
- 2.2. This agreement shall:
 - 2.2.1. Apply to and be incorporated to any ser Client; and
 - 2.2.2. Prevail over any inconsistent terms or co Purchase order, confirmation of order, or s custom, practice or course of dealing.
- 2.3. In consideration of payment to Flat Frog of th this Agreement, and Flat Frog agrees, to prov Photographic Works in accordance with the a
- 2.4. It is the Client's responsibility to ensure that t duly authorised by the Client to enter into cor employee, director, agent or otherwise and th bound by this Agreement where in all the circ has originated from the Client's business ema

3. Service Process

- 3.1. You may place an Order by contacting us in v the Services as part of the Order booking pro an Order acknowledgement email, confirming request for Services by you is an invitation to accept this offer in writing (which will typical

accept this offer in writing (which will typically

- 3.2. We do not guarantee that the pricing stated on this offer is available at all times and therefore we reserve the right to change the pricing prior to the commencement of the Services by you.
- 3.3. At your own cost, you will deliver to us sufficient photographic equipment for the Services in order to create the Photographic Works. In transit, we recommend that you send us multiple copies of the Client's photographs. You are solely responsible for delivering the Client's photographs. You have provided us with written notice in advance of the commencement of the Services to you upon the completion of the Services and the delivery of the Final Photographic Works to you.
- 3.4. We will notify you when the Photographic Works are ready for delivery. We will give due consideration to comments and suggestions you provide and provide you with up to one set of minor revisions to the Final Photographic Works per hour of a member of Flat Frog's personnel's time.
- 3.5. If any further amendments or revisions are requested, we will provide additional Services at its then current rates in addition to the Fees set out in the offer (on request) in addition to the Fees set out in the offer.
- 3.6. On completion of the Photographic Works you will be required to approve the Final Photographic Works before we deliver them to you. If you do not let us know whether you approve the Final Photographic Works

days of us sending them to you, you will be deemed to have approved the Final Photographic Works at the end of this 7

3.7. Flat Frog will not be liable for any of the content of the Client Materials or Photographic Works in any medium after the Client has approved the Client Materials as set out above.

3.8. Flat Frog reserves the right to refuse to create the Client Materials or Photographic Works that are obscene, threatening, menacing, offensive, defamatory, in breach of confidence, infringes a third party's rights or is otherwise illegal.

4. Free Trial

4.1. When agreed with us in writing), you may be eligible for a Free Trial period in which no Fees shall apply (other than postage and handling charges).

4.2. Upon the completion of a Free Trial, and the payment of the Fees (at the rates stated on the Website or otherwise) (as updated from time to time).

5. Obligations

5.1. We will provide the Services to you using reasonable efforts to deliver the Photographic Works in accordance with the applicable Order or **Booking Form**.

5.2. We will use reasonable efforts to complete the Services for you, but for the avoidance of doubt, time shall not be of the essence of the Services.

5.3. You hereby warrant that you:

5.3.1. will provide us with the relevant Client Materials and the Shoot Date, save where agreed otherwise;

5.3.2. have the appropriate authority to instruct us in relation to your Client Materials; and

5.3.3. have the appropriate authority to approve the Client Materials.

5.4. You agree to approve the Photographic Works:

5.4.1. they are compliant with all applicable laws, regulations, codes of practice, marketing, labelling and/or food and beverage safety requirements;

5.4.2. all Photographic Works relating to products, services or brands that are your products.

5.5. You hereby warrant that you have obtained all necessary approvals (including from any relevant medical or regulatory authorities) in relation to the Client Materials and Photographic Works.

your products (where applicable).

- 5.6. You hereby warrant that you have all the necessary Client Materials to permit us to use them for the production of the Photographic Works and to protect our and our clients' third party Intellectual Property Rights.
- 5.7. You hereby acknowledge and agree that our primary purpose of the Photographic Works is to obtain your approval of the Works.
- 5.8. You agree to provide us with the required Client Materials. From time to time we may request that you provide us with further information or assistance to enable us to complete the Works that this will promptly be provided to us. You agree to provide all of all such Client Materials or information promptly and in accordance with obligations to you under this Agreement because of your obligations to you, such as your failure to do something required by us, delays which may occur in the provision of the Services exceeds seven days, you must pay us the amount of the cost incurred as a result of the delay and all work performed to date. In the event that a delay means that you miss the Shoot Date, the Shoot Date one Business Day prior to the Shoot Date is the new Shoot Date. We will provide the Services where there is capacity to do so and you agree to book another Shoot Date (subject to additional charges).

- 5.9. You must check that the terms of each Order are correct and accurately reflects your requirements. Any discrepancy in the Specification will be at our sole discretion.
- 5.10. Where the Services are to be performed by a third party location, the Client is responsible for arranging for any damage that may arise and ensuring that such arrangements do not impede the provision of the Services.

6. Storage

- 6.1. All Client Materials and/or Photographic Works are stored solely at your risk. You are responsible for insuring the Photographic Works as you deem to be appropriate.
- 6.2. We will store the electronic files of the Final Photographs once they have been completed
- 6.3. We do not provide ongoing storage of the electronic files
- 6.4. We shall use reasonable endeavours to assist you with your request for electronic copies of the Final Photographs once they have been completed but we cannot guarantee that we will be able to do so.

7. Fees and Payment

- 7.1. You must pay the Fees within 30 days of the date of the invoice.
- 7.2. You will not be entitled to set-off, counterclaim or any other right against the Agreement.
- 7.3. If you need us to attend a location outside of our office, we will charge fees incurred by us when travelling to and attending that location at our then current hourly rate. Where possible, we will provide you in writing.
- 7.4. If any additional expenses are required, we will charge you for such expenses.
- 7.5. If you do not pay an invoice issued to you by us, we will take the following actions:
 - 7.5.1. Deleting or disposing of any Photographs or other Client Materials. Please note that we will not be responsible for the loss or destruction as a result of any deletion or disposal; and/or
 - 7.5.2. suspending the Services we provide to you until you have paid the amount that may occur in relation to the suspension.
- 7.6. In the event that require any change or alteration to the Specification, the parties shall, prior to such Change being effective, agree:
 - 7.6.1. the nature of the Change;
 - 7.6.2. the procedures for implementation of such Change;
 - 7.6.3. the variation to the Fees.
- 7.7. Until any Change is formally agreed in writing, you will continue to perform and be paid for Services as if the Change had not been otherwise requested by you.
- 7.8. All and any Changes to the Specification must be agreed in writing.

appropriate amendments to the Fees

8. Intellectual Property Rights

- 8.1. You hereby grant Flat Frog a non-exclusive, paid, royalty-free, worldwide licence to use the Client Materials, the Services and the creation and use of the Photographic Works.
- 8.2. We will retain all Intellectual Property Rights in the Client Materials, the Services and the Photographic Works. You acknowledge that Flat Frog and its personnel may use the Client Materials, the Services and the Photographic Works for promotional purposes (including but not limited to studies, publications, exhibitions, competitions, advertising and marketing (including but not limited to use in print and on our website). You hereby permit Flat Frog to publish the Client's name and standard logo on the Client Materials, the Services and the Photographic Works.
- 8.3. Upon payment of the full Fees, we will grant you all Intellectual Property Rights in the Final Photographic Works on a non-exclusive, non-transferable, royalty-free, worldwide basis to you and your successors in interest in the Final Photographic Works (unless stated otherwise).

8.4. The Client acknowledges that the Photographic Works were created by Flat Frog in accordance with the Client's instructions and/or specifications and that Flat Frog is the author of the Photographic Works pursuant to clause 3.6. The Client will therefore indemnify Flat Frog and its officers, employees, consultants, agents and subcontractors from and against all losses, costs and liabilities and all other professional expenses, suffered or incurred by Flat Frog in connection with any claim:

8.4.1. in relation to the Client Materials or any Intellectual Property Rights;

8.4.2. In relation to the Client Materials' or any Intellectual Property Rights (including but not limited to completeness); and/or

completeness, and/or
8.4.3. for any defamatory, offensive or illegal content
you either directly or indirectly to us

9. Confidentiality

- 9.1. A party ("**Receiving Party**") will keep in strict confidence all Confidential Information, know-how, specifications, inventions, processes, methods, techniques, trade secrets, in whatever nature and have been disclosed (either orally, in writing or otherwise) to the Receiving Party by the other party ("**Disclosing Party**") and its contractors and any other confidential informants, agents, employees, officers, directors, business, its products and services which the Disclosing Party is entitled to protect as Confidential Information").
- 9.2. In relation to any Confidential Information received by the Receiving Party from a third party on behalf of the Disclosing Party, the parties agree:
 - 9.2.1. to treat the Confidential Information in confidence and to take all reasonable steps to ensure the discharge of the Receiving Party's obligations under this Agreement;
 - 9.2.2. not to disclose the Confidential Information to any third party without the written permission of the Disclosing Party, and to ensure that the Receiving Party does not disclose the Confidential Information to its officers, employees, agents, contractors and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement, and that such officers, employees, consultants, agents, contractors and sub-contractors are aware of the confidential nature of the Confidential Information and their confidentiality obligations at least as onerous as those set out in this Agreement;
 - 9.2.3. to treat the Confidential Information with the same degree of care and protection from unauthorised disclosure as the Receiving Party uses for its own confidential or proprietary information.
- 9.3. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information which:
 - 9.3.1. is in or comes into the public domain in a form which is not attributable to the Receiving Party or any person or entity who is bound by this Agreement;
 - 9.3.2. the Receiving Party can show was: (i) in the public domain prior to its use or being recorded in its files prior to its receipt by the Receiving Party, or acquired by the Receiving Party from the Disclosing Party in confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - 9.3.3. the Receiving Party obtains or has available to it from a third party who is not bound by this Agreement.