

Archeus Studios: Terms & Conditions

General:

Archeus Studios will provide services to the customer, providing the customer has assessed the risks that may occur, to which the customer is in the best position to do so. Therefore the customer should ensure it is adequately insured against all risks.

Payment:

For all accounts, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 14 days prior to commencement of work. The remaining 50% shall be payable on completion of the project.

The customer will be provided with an Approval Form and Invoice prior to final receipt of the project. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Archeus Studios.

For invoices over £1000 sterling Archeus Studios will issue an invoice for payment as each sum becomes due, to be paid within 30 days of the date of that invoice.

For invoices under £1000 sterling Archeus Studios may require payment upon completion of transfer of goods or services to the purchaser.

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Archeus Studios shall be considered entitled to remove Archeus Studios and/or the customer's material from any and all computer systems and withhold the completed project, until the amount due has been fully paid. This includes any and all unpaid monies due for services provided.

Removal or withholding of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Archeus Studios reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Payment may be by bank transfer, cheque or cash. All cheques must be made payable to Archeus Studios.

Project Approval:

At the time of proposal, Archeus Studios will provide the customer with a written estimate or quotation.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Archeus Studios.

Alternatively, the client may send an official order in reply to the estimate or quotation, which binds the client to accept Archeus Studios' terms and conditions. No work on a project will commence until either document has been received by Archeus Studios.

Quotations:

All quotations given by Archeus Studios will be valid for 28 days from the date of quotation.

If the clients final order changes from the original specification made for the quotation, Archeus Studios reserves the right to vary the quotation.

Archeus Studios: Terms & Conditions

Copy Approval:

The customer's requirements must be clearly provided to Archeus Studios in writing before commencement of work and subject only to minor alterations thereafter.

Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.

Archeus Studios will only publicly release a project once the customer approves all content as complete and satisfactory and confirms this in writing.

Health & Safety (Videography & Photography):

The customer shall agree to adhere to any verbal or written health and safety guidelines or warnings instructed by Archeus Studios during a production.

Due to the inherent dangers associated with certain items of equipment, this equipment should, and will, only be operated by the trained production staff of Archeus Studios.

Any person involved in the production must not interfere, tamper with or damage any of the equipment utilized during the production.

Archeus Studios shall not be held liable or responsible for any injury or death caused by a breach of the above criteria.

Archeus Studios production staff must not be abused, intimidated or unnecessarily obstructed during a project. If this is found to be the case, it is cause for an immediate withdrawal of our services and termination of the contract. The customer will remain liable to pay in full for all work previously undertaken and in progress by Archeus Studios.

Copyright:

Archeus Studios claims no copyright in material submitted to us for the purposes of fulfilling the client's instruction.

The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, filming, design, photography, processing, scanning, printing and manipulation to be undertaken by Archeus Studios.

The client also warrants that no copyright or moral rights will be infringed by Archeus Studios carrying out the requested work.

The client agrees to indemnify Archeus Studios against all losses, damages, claims or expenses which Archeus Studios may incur by virtue of any breach of the above warranties.

Termination Of Service:

A customer may terminate the contract at any time by written notice of termination.

When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Archeus Studios unless any other written agreement is reached in advance.

Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.

Archeus Studios: Terms & Conditions

Contracts:

Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.

If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.

E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of the project.

Unsuitable / Illegal Information:

Archeus Studios reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libelous, defamatory or illegal.

Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the "unsuitable" information, its inclusion may be considered.

All advertising material must conform to all standards laid down by all relevant advertising standards authorities.

Errors & Omissions:

Archeus Studios cannot be held liable for loss or damage caused as a result of third party action or failure.

Archeus Studios cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published, or broadcast.

Ownership Of Copyright:

In consideration of, and subject to, the final payment of full fees due to Archeus Studios by the customer, Archeus Studios hereby assigns to the customer with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.

Unless otherwise agreed in writing, Archeus Studios shall keep one copy of the completed project for use solely in advertising our services in the form of an online and offline portfolio or showreel.

Unless otherwise agreed in writing, Archeus Studios shall retain credit for the completed project and this should be visible on, or in a project, where suitable.

Confidentiality:

Any confidential or proprietary information which is acquired by Archeus Studios from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Archeus Studios will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

Project Duration & Deadlines:

Any indication given by Archeus Studios of a project's duration is to be considered by the customer to be an estimation. Archeus Studios cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the

Archeus Studios: Terms & Conditions

date that cleared funds are received by Archeus Studios for the initial payment, or by date confirmed in writing by Archeus Studios.

Any contract requiring Archeus Studios to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Archeus Studios, its servants or agents, as necessary.

We require the customer also agree to delegate a single individual as 'first-point-of-call' to aid Archeus Studios with progressing the project in a satisfactory and expedient manner.

Archeus Studios office hours are 10.00 a.m. to 6:00 p.m. Monday to Saturday unless notified otherwise.

Disclaimer:

Archeus Studios, in accord with general practice in the media industry, assumes no responsibility for the loss or damage during transfer, duplication, editing and other services, from any cause whatsoever, including loss resulting from the negligence of Archeus Studios employees.

Should a transfer, design, duplication, or edited video be found defective, Archeus Studios will repair or replace such defects if the material is returned and written notification is given within 10 days of receipt of such material.

In no event shall Archeus Studios be responsible for consequential damages.

The customer waives any claim for adjustment in billing, which is not timely presented, and in accordance with the above criteria.

Customer should, therefore, insure for assessed value, all films and tapes delivered to Archeus Studios against all risks.

Archeus makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies.

Archeus Studios will not be held responsible for any and all damages resulting from products and/or services it supplies.

Archeus Studios is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure.

The customer agrees not to hold Archeus Studios responsible for any such loss or damage. Any claim against Archeus Studios shall be limited to the relevant fee(s) paid by the customer.

Archeus Studios reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions.

Archeus Studios will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Archeus Studios recommend that if an exact quantity of a completed project is required, then 10% extra be added to the quantity and extra time made available should the job be delayed.

Archeus Studios: Terms & Conditions

Storage:

Customer's property is received, processed, and stored by Archeus Studios solely at the customer's risk.

Archeus Studios shall not be liable for loss, damage, or destruction of such property, or for delivery delays. In no event shall Archeus Studios be liable for more than the replacement value of the customer's raw stock.

Archeus Studios will store customer's materials for a period of up to 90 days after conclusion of work (upon customer's request). Within 30 days after written notification from Archeus Studios, customer agrees to remove, at customer's expense, all materials in storage.

In the event the customer does not remove such materials, Archeus Studios shall have the right to destroy or otherwise dispose of such material without liability to Archeus Studios or any other person.

Customer agrees to indemnify and hold Archeus Studios harmless from all liability arising out of or connected with Archeus Studios destruction or disposition of such materials. It is the customer's responsibility to notify Archeus Studios of any change in the customer's address.

Complaints:

Should the customer have cause to make any complaint about service or projects, the complaint, if put in writing, will be acknowledged by Archeus Studios within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter.

Exclusion of Liability:

Under no circumstances will Archeus Studios, its employees or its agents be liable to you in contract, tort, equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you or by any other third party, whether direct or consequential (including without limitation any economic loss or other loss of turnover, profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings made by or brought against you which relate in any way to your access and use of the project or in respect of any failure or omission on the part of Archeus Studios to comply with its obligations as set out in these Terms and Conditions in respect of your access and use of the project.

Limitation of Liability:

In the event that any limitation or provision contained in these Terms and Conditions is held to be invalid or unenforceable for any reason and Archeus Studios becomes liable for any loss or damage that would otherwise have been excluded, Archeus Studios' maximum liability in contract, tort, equity, statute, regulation or otherwise for any loss, damage or injury directly or indirectly arising in respect of your access and use of the project is to be limited to £50 sterling.

Archeus Studios shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to Archeus Studios, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

After Sales Support (Websites Only):

After Sales Support is available between the hours of 10:00 a.m. to 6:00 p.m. Monday to Saturday.

Archeus Studios: Terms & Conditions

After Sales Support is provided indefinitely, until such time as the client has their website redesigned by another company.

Archeus Studios provides 30 days from the date of the website becoming active, in which a client may alter aspects of their website to better suit their needs if required. This is limited to minor changes only, and major design alterations will be charged separately.

After 30 days, Archeus Studios will only fix problems and errors that occur within the website, including errors caused by members of the clients staff.

Emergency After Sales Support is available at any time of day or night.

Law:

These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of England.