



### 1. Definitions

In these Conditions:

“The Company” means VINCE media Limited”;

“The Client” means the person, firm or company using the services of the Company;

“Services” means the services forming the subject of the contract between Company and the Client

### 2. Incorporation of Conditions

These Conditions are the only terms or conditions on which the Company gives quotations, accepts bookings or orders or supplies the Services and (subject to the provisions of this Clause 2) override any other representations, terms or conditions stipulated, referred to or implied by the Customer or the Company, its servants or agents whether in any order or in any document or in any negotiation or discussion. No variation of these Conditions shall be effective unless made in writing, signed by or on behalf of the parties.

### 3. Bookings and Orders

A contract shall exist between the parties upon and only upon the Company accepting the Clients booking or order and accordingly each booking when accepted in accordance with these Conditions constitutes a separate contract between the parties.

### 4. Charges and Rate Card

The charges applicable are those appearing upon the Company’s published Rate Card current at the time of acceptance of the booking or order. Charges are quoted in Pounds Sterling exclusive of VAT, which shall be paid by the Client. The Company reserves the right to alter the terms of its Rate Card at

any time without prior notice provided that unless an increase in charges is solely the result of an increase in the cost to the Company of fulfilling the booking or order the Client shall be entitled to cancel the booking or order. To be effective, a cancellation in the circumstances of the last preceding sentence must be in writing and received by the Company within 24 hours of the increase in charges being communicated to the Client.

### 5. Payment

Payment of the Services shall be due within 28 days of the date of the invoice (“the due date for payment”), time to be of the essence. This provision shall be without prejudice to the Company’s right to require immediate payment of all outstanding invoices rendered to the Client where the Client is in default of the payment terms in this Clause in respect of one or more invoices. If payment is not received by the due date agreed between the parties, the Company reserves the right to withdraw any special terms or conditions or discounts or rebates that have or are intended to apply to any current or future contract. The Company reserves the right to require payment in part or full in advance of the date of performance of the Services.

### 6. Interest

The Company reserves the right to charge interest at the annual rate of 5% above the base rate from time to time of the Company’s bankers (both before and after judgement) and that such interest may be claimed by the Company from the date of invoices until the date of payment.

### 7. Performance

Any dates, times or periods quoted by the Company for performance of the Services are estimates only and the Company shall not be liable for failure to meet such estimates or for any costs charges or expenses incurred as a

consequence of such failure and accordingly, the Client shall not be entitled to refuse to accept Services merely because of such failure. The Company may employ subcontractors to perform part or parts of the Service.

### 8. Client’s Representative

If requested to do so by the Company, the Client shall appoint a representative who shall be available at all reasonable times to approve the Services and if so required by the Company to be in attendance during the performance of the Services and whose approval in such circumstances shall be final and binding on the Client.

### 9. Cancellations

In its absolute discretion, the Company may, at any time, permit cancellation of a booking or order and reserves the right to cancel any booking or order in the event of any breach of any of these Conditions by the Client provided that in the event of any such cancellation, as liquidated damages, the Client agrees to pay a percentage of the value of the cancelled booking or order according to the length of time between cancellation and the date estimated for performance.

Length of time % Payable

Less than 2 days 100

Less than 5 but more than 2 days 50

### 10. Risk and Liability

Risk in the Client’s films, tapes or other materials will at all times remain with the Client. The Company cannot insure against loss of or damage to the content of Client’s films or tapes and accordingly LIABILITY IN RESPECT OF SUCH LOSS OR DAMAGE EVEN WHEN THE RESULT OF NEGLIGENCE ON THE PART OF THE COMPANY, ITS SERVANTS, AGENTS OR SUB-CONTRACTORS IS HEREBY EXCLUDED. The Company shall have no liability for any indirect or consequential losses or expenses suffered by the Client,

howsoever caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

#### 11. Intellectual Property

Subject as hereinafter provided the Client shall indemnify and keep indemnified the Company against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Copyright or other intellectual property rights or any defamation or alleged defamation arising out of the processing or reproduction of the Client's films or tapes by the Company, or any work carried out by the Company on the Client's instructions.

#### 12. Publicity

Unless otherwise instructed by the Client in writing, the Company may use Client's name and brief details of the Services for the purposes of the Company's advertising and promotion of its business. Following the broadcast or exhibition of the work resulting from the Services, the Company shall have the right to use any part of the work solely for use in its corporate advertising and showreels.

#### 13. Force Majeure

The Company shall not be liable in any way for any loss or damage arising directly or indirectly, through or in consequence of performance of the Services being prevented or delayed by any occurrences due to or by reason of any matters or things beyond the control of the Company.

#### 14. Customer's Undertakings

The Client shall at all times indemnify the Company in respect of all loss or damage suffered by any person, firm, company or property and against all actions, claims,

demands, costs, charges or expenses in connection therewith for which the Company may become liable in respect of the Services. The Client accepts full liability for and shall at all times indemnify the Company against all actions, claims, demands, costs, charges and expenses whatsoever arising out of any loss of damage to any person, firm or company by reason of deficiencies in the materials or data or the like supplied to the Company by the Client in connection with the carrying out of the Services.

#### 15. Materials Storage

If the Company shall agree, at its absolute discretion, to store or hold any master tape or other material for the Client, then it shall do so entirely at the risk of the Client and shall not be liable for any loss or damage to such tape or other material, whether caused by the negligence of the Company or its employees, or otherwise. The Company reserves the right to charge the Client for such storage or to return the tape or other material to the Client at the Client's expense. The Company reserve the right to charge the Client for release of project files or setup files.

#### 16. General Lien

The Company shall have a general lien over any goods or chattels of the Client in the Company's possession for any moneys whatsoever due from the Client to the Company. If any lien is not satisfied within 14 days of such moneys becoming due, the Company may, in its absolutely discretion, sell or make use of such goods or chattels as agents for the Client and apply the proceeds towards the moneys due and the expenses of the sale, and shall upon accounting to the Client for the balance (if any) remaining, be discharged from all liability in respect of such goods or chattels.

#### 17. Assignment

Each contract between the Company and the

Client is personal to the Client who shall not assign or charge the benefit thereof without the Company's express written consent.

#### 18. Notices

Notices shall be made in writing and posted in a first-class pre-paid envelope to the Client's or Company's address at which the one party reasonable believes the other to be carrying on business. A notice shall be deemed to have been given forty-eight hours after posting (or ninety-six hours after posting where the notice is sent from and/or addressed to an address outside the United Kingdom) and in proving such service it shall be sufficient to show that the envelope was properly addressed and put into the post.

#### 20. Proper Law

The validity, construction and performance of each contract shall be governed by the Law of England and the parties hereby submit to the sole and exclusive jurisdiction of the courts of England and Wales for the resolution of all disputes arising under any contract.

#### 21. Severance

The Conditions shall apply in full, save that if any Act of Parliament or other Statutory Provision for the time being in force shall avoid or made unenforceable any of the provisions hereof these Conditions shall be deemed to apply with the exclusion of the provisions hereof which shall be void or unenforceable as aforesaid.

VINCE media Ltd

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