



# Terms & Conditions

## Standard Terms of Business (Software)

### **Software and IPR Ownership**

Ownership of the Intellectual Property Rights passes to the commissioning organisation upon full and final payment to Brummell Associates Ltd of the agreed amount. Exceptions to this are any purchased software plugins and add-ons, video, stills or music. Any requirement to purchase such additional assets will be resourced by Brummell Associates Limited and licensed to the commissioning organisation.

### **Price Schedule**

The Price Schedule will be agreed before any work commences. Generally, payment of contracts of a total value of less than £10,000 will be upon final approval. Contracts with values above this amount will have phased payments.

### **Notification of Errors**

All errors and mistakes must be notified to Brummell Associates Ltd as soon as is practically possible of receiving any release.

### **Delivery Medium**

Software developed will be delivered to the commissioning organisation on Gold CD-ROM (to Joliet standard). During development stages, software may be delivered by email or via an FTP site.

Once final approval has been received, final backup of all source code will be provided to the commissioning organisation.

### **Warranty**

The software will be covered by a six (6) month warranty from the delivery of the software to the commissioning organisation, during which time any programming faults shall be rectified free of charge. This warranty does not include changes made to the specification. Any such



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changes can be provided at Brummell Associates normal daily rate. The warranty period shall begin from final acceptance of the application. Should the commissioning organisation, or any agent of the commissioning organisation, change the software without prior written consent from Brummell Associates, the Warranty may be annulled.

## **Delivery Timescale**

A detailed Project Plan will be produced within one week of Award of Contract, for approval by the commissioning organisation and Brummell Associates Ltd. Both parties will do their utmost to keep to the agreed Project Plan.

## **Confidentiality**

Any information supplied by either party will be deemed to be Confidential, unless already in the Public Domain, and will not be disclosed to third parties without the written consent of the issuing party.

## **Site Visits**

The work required of Brummell Associates will be performed at Brummell Associates premises. If the commissioning organisation requests site visits other than those listed on the Price Schedule, a charge may be made to cover time, travelling and subsistence expenses on each occasion. Charges to be agreed between the commissioning organisation and Brummell Associates prior to such visits.

## **Arbitration**

Any Arbitration required between Brummell Associates and the commissioning organisation will be carried out under English Law.

## **Liability**

Brummell Associates' entire liability shall be limited to the value of the contract as stated at Award of Contract.



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## Standard Terms of Business (Video)

### **Video and IPR Ownership**

Ownership of the Intellectual Property Rights passes to the commissioning organisation upon full and final payment to Brummell Associates Ltd of the agreed amount. Exceptions to this are any purchased video, stills or music. Any requirement to purchase such additional assets will be resourced by Brummell Associates Limited and licensed to the commissioning organisation.

### **Price Schedule**

The Price Schedule will be agreed before any work commences. Generally, payment of contracts of a total value of less than £10,000 will be upon final approval. Contracts with values above this amount will have phased payments.

### **Notification of Errors**

All errors and mistakes must be notified to Brummell Associates Ltd as soon as is practically possible of receiving any release.

### **Delivery Medium**

Video developed will generally be delivered on DVD in the specified format. During the approval phase, compressed versions may be published to a web site for client approval to expedite production.

### **Warranty**

Video produced will be covered by a three (3) month warranty from the delivery of the final version, during which time any editing faults shall be rectified free of charge. This warranty does not include changes made to the specification or script. Any such changes can be provided at Brummell Associates normal daily rate.



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## **Delivery Timescale**

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## **Confidentiality**

Any information supplied by either party will be deemed to be Confidential, unless already in the Public Domain, and will not be disclosed to third parties without the written consent of the issuing party.

## **Site Visits**

Excluding filming, the work required of Brummell Associates will be performed at Brummell Associates premises. If the commissioning organisation requests site visits other than those agreed at Award of Contract, a charge may be made to cover time, travelling and subsistence expenses on each occasion. Charges to be agreed between the commissioning organisation and Brummell Associates prior to such visits.

## **Arbitration**

Any Arbitration required between Brummell Associates and the commissioning organisation will be carried out under English Law.

## **Liability**

Brummell Associates' entire liability shall be limited to the value of the contract as stated at Award of Contract.