

TERMS AND CONDITIONS OF BUSINESS

Definitions

The 'Company' is Diamond Days.

Fees

All services are provided in accordance with a Proposal, Schedule of Offered Services and written Estimate of Cost which will be issued to each client. All costs exclude VAT. E&OE.

Clients must signify acceptance of a proposal in writing.

Following acceptance of the proposal, we ask you to issue a purchase order before commencement of any delivery work. If no Purchase Order is received, then the invoicing total will be deemed to be the estimated cost of delivery work as specified in the written Proposal plus any additional requested services. If work is completed without receipt of a Purchase Order, then the Terms and Conditions of the Company will be deemed to apply to all transactions and contracts. Additional work may be commissioned in writing by the client or client's representative.

If the project is cancelled, any time already worked, or a cancellation fee of 30% of the estimated cost value (whichever is the greater) will be charged. Any pre-proposal work undertaken in response to your brief will be charged at cost.

Work will be invoiced against the following payment schedule: 50% payment required upon confirmation of booking; 40% payment required 7 days prior to the event; the balance to be invoiced upon completion. Final payment will be required within 30 calendar days from the agreed completion date of the work.

Rights

Where the work commissioned is or includes the creation of computer graphics, multimedia files, web design/software programming or video material, any assignment of rights or license to use such media shall refer to the finished 'end-product' and not intermediate or original material files. Original media in terms of photographic transparencies, negatives, digital images, video tape or any other digital storage shall remain the physical property of the Company.

The copyright, moral rights, paternal rights, intellectual property rights and any other relevant rights to all work produced either by the Company or by our associates or sub-contractors shall be retained by us or, as appropriate, our associates or sub-contractors.

Any original ideas, concepts, strategies, techniques or other intellectual property that we may develop in the course of carrying out either commissioned or speculative work will remain our property with the client being granted license to use the end product only for the purpose for which the work was commissioned and upon full and final settlement of any invoices due. In the case of speculative or donated work, any functionality may only be used under licence specifically granted by this company for a duration to be wholly determined by the goodwill of the Company.

Regardless of any assignment of rights or licenses, we reserve the right to be credited as the creator of any work produced by the Company. We further retain the right to keep copies of the work as part of our archive of works and to use these for the purposes of promoting our business.

Delivery work refers to all commissioned work to be undertaken solely by the Company or those suppliers directly paid by the Company.



Confidentiality

Each party will keep all details of this Agreement and the events surrounding this Agreement confidential. This will not apply if the details were known to that party before entering into the Agreement, were told by a third party who was not under an obligation of confidentiality, or where the details are required to be disclosed by law or statute.

Termination

Either party will be entitled to terminate this Agreement on immediate notice if:-

a. The other is in breach of this Agreement to a material extent and fails to repair the breach within 14 days of being notified of the breach (if it is capable of being repaired);

or b. The other party is bankrupt, in voluntary arrangement, in liquidation or receivership or has ceased business or threatened to cease business.

No fees will be payable by you if you terminate this agreement with good reason under this Clause. Otherwise fees for work completed to date will be payable in full on the date of termination.

Non-Poaching and Publicity

You will not attempt to employ either directly or as consultants any of our employees or third party sub-contractors to provide the same or similar services as provided by us under this agreement for a period of six months after the date of this Agreement without our prior written permission. We will be entitled to charge a fee equivalent to the fees charged under this Agreement by way of compensation.

Nature of the Agreement

If we choose not to take up any right of action at any time then this will not prevent us from taking action on the same or similar point at another time. This Agreement is personal to the parties and neither of us may assign, or pass this agreement to a third party without the prior written permission of the other party which will not be withheld unreasonably.

Law and Jurisdiction

This Agreement will be governed by and subject to English Law and will come under the exclusive jurisdiction of the English Courts.

Exceptions

Any exceptions to the above must be made in writing and signed by a Director of the Company. Any alterations to this document will be considered void unless signed by a Director of the Company.