



## TERMS AND CONDITIONS

The following Terms of Business shall apply to all products and services ("Services") provided by Anthony Green trading as "MIC Animation" detailed in our quotation by MIC Animation whose Registered Office is at 43 Booth Road, Wednesbury, West Midlands, WS10 0EN ("We, we or Us, us") to the person/company buying the products and Services ("You, you, your") which forms the basis of our Contract ("Contract").

### 1. Our Obligations

- 1.1. We will endeavour to provide you a quotation by email or by telephone within 5 days of your initial enquiry.
- 1.2. Acceptance of the quotation provided to you by us will be accepted in the following ways:
  - 1.2.1. by signing and dating the quotation and returning the same to us;
  - 1.2.2. by sending an official Purchase Order in reply to the quotation;
  - 1.2.3. sending an email acknowledging acceptance of the quotation;
  - 1.2.4. verbal acceptance; or
  - 1.2.5. instructing us to carry out the Services.
- 1.3. We warrant that we will use reasonable care and skill in our performance of the Services provided to you and will comply with the quotation, including any specification in all material respects.
- 1.4. We will use our reasonable endeavours to complete the performance of the Services within the time frame agreed or as set out in the quotation.
- 1.5. Time shall not be of the essence in the performance of our obligations unless specifically requested by you.
- 1.6. We will provide the finalised service including any revisions before the deadline indicated in the Purchase Order or Order Form.

### 2. Your Obligations

- 2.1. You must obtain any permission, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties and any other matters we need to provide the Services.
- 2.2. If you do not comply with Clause 2.1 above, we can terminate the Services.
- 2.3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section.
- 2.4. We are not liable for any delay to provide the Services if you have failed to provide feedback at each stage within a reasonable timeframe.

### 3. Fees and Deposits

- 3.1. The Fees ("Fees") for the Services are set out in the quotation.
- 3.2. The Fees are exclusive of any applicable VAT as we are not VAT registered.
- 3.3. You must pay a deposit ("Deposit") as detailed in the quotation upon acceptance or signature of the quotation.

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- 3.4. If you do not pay the Deposit to us in accordance to Clause 3.3, we can either withhold the provision of Services until the Deposit is received or can terminate this agreement.
  - 3.5. If a Deposit is requested in the quotation, the same is non-refundable unless we fail to provide the Services and we are at fault for such failure. Where the failure is not our fault, no refund will be made.
4. Payment.
- 4.1. We will invoice you for payment of the Fees:
    - 4.1.1. when we have completed and delivered the compliant Services.
  - 4.2. You must pay the Fees within 14 days of the date of our invoice.
  - 4.3. If we fail to receive payment within 14 days as set out in Clause 4.2 we reserve the right to charge you interest at the rate of 5% per annum above the base rate of the Bank of England applicable from time to time until the outstanding amount is received in full.
  - 4.4. All payments due under these Terms of Business must be made in full without any deduction or withholding except as required by law.
  - 4.5. Any additional costs incurred during the project that are not specified in the original agreed proposal will be agreed upon and invoiced as and when they occur.
  - 4.6. Neither party can assert any credit, set off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
  - 4.7. If you do not pay within the period set out in Clause 4.2 we reserve the right to suspend any further provision of the Services and cancel any future Services which have been agreed between the parties or otherwise arranged with you.
  - 4.8. Receipts for payment will be issued by us only at your request.
  - 4.9. All payments must be made in British pounds unless otherwise agreed.
  - 4.10. Payments may be made by online BACS transfer only.
5. Intellectual Property Rights and Copyrights
- 5.1. For the purposes of this Clause the following definitions apply:
    - 5.1.1. Intellectual Property Rights: Patents, rights to inventions, Copyright and related rights, Trademarks, business names and domain names, rights in get up, good will and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other Intellectual Property Rights, in each case whether registered or unregistered and whether including all applications and rights to apply for and be granted, renewals or extensions of, and
    - 5.1.2. rights to claim priority from, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future or in any part of the world.
  - 5.2. We reserve all Copyright and other Intellectual Property Rights which may subsist in any products or services supplied in connection with the provision of

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- Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such Intellectual Property Rights.
- 5.3. All Copyright and Intellectual Property Rights are retained by us on all design work including but not limited to, words, pictures, ideas, visuals, illustrations and animations unless specifically released to you in writing.
  - 5.4. We can release ownership of the individual assets detailed in 5.3 to you at a cost of 25% of the overall project Fee's after the project is completed.
  - 5.5. If a choice of designs, words, pictures, ideas, visuals or illustrations are presented to you and you choose only one of those presented. The chosen design, word, picture, idea, visual or illustration will be deemed to have been given to you by us as fulfilling the terms of the Services but only once our Fees have been paid. All disregarded designs, words, pictures, ideas, visuals and illustrations shall remain our Intellectual Property unless specifically agreed in writing and released to you.
  - 5.6. By supplying text, images and other data to us for inclusion in your website or other medium, you declare and warrant that you hold the appropriate Copyright and/or Trademark permissions to undertake such. The ownership of such materials will remain with you, or the rightful Copyright or Trademark owner.
  - 5.7. Any artwork, images or text supplied and/or designed by us on your behalf, will remain our Intellectual Property unless otherwise agreed in writing or as set out in Clause 5.4.
  - 5.8. Should you supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be Copyright and royalty free, which subsequently emerges to have such Copyright or royalty uses limitations, you agree to fully indemnify us and hold us free from harm in any and all claims resulting from your failure in not having obtained all the required Copyright and/or other necessary permissions for use.
  - 5.9. Should we supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be Copyright and royalty free, which subsequently emerges to have such Copyright or royalty uses limitations, we agree to fully indemnify you and hold you free from harm in any and all claims resulting from our failure in not having obtained all the required Copyright and/or other necessary permissions for use.
6. Advertising.
- 6.1. You grant us a right to use your name and any of your products subject to your written approval on the content of the advertising for use in our portfolio.
  - 6.2. You agree to allow us to showcase the accepted compliant products and services we have undertaken for you via formats including but not limited to our website, social media and portfolio.
  - 6.3. We confirm we will not use your products or services for any other purpose other than to advertise our Services to others.

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7. Rights of Refusal.
  - 7.1. We will not include in our Services any texts, images or other data which we deem to be immoral, offensive, obscene, illegal or right-protected.
  - 7.2. All material produced as part of our Services must conform to all standards laid down by the relevant advertising standards authorities.
  - 7.3. We reserve the right to refuse to include submitted material without giving reason.
  
8. Liability and Indemnity.
  - 8.1. Our liability under these Terms of Business and in breach of statutory duty and in tort or misrepresentation or otherwise shall be limited as set out in this Clause.
  - 8.2. The total amount of our liability is limited to the total amount of Fees payable by you except in circumstances where the cause for liability directly relates to clause 5.9.
  - 8.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms of Business or the quotation for:
    - 8.3.1. Any indirect, special or consequential loss, damage, costs or expenses; or any loss of profits; loss of anticipated profits, loss of business; loss of data, loss of reputation, loss of goodwill, business interruption, third party claims; or
    - 8.3.2. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
    - 8.3.3. Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
    - 8.3.4. Any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
  
9. Amendment and Cancellation.
  - 9.1. We can withdraw, cancel or amend a quotation if it has not been accepted by you or if the Services have not started within a period of 14 days from the date of the quotation (unless the quotation has been withdrawn).
  - 9.2. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use our reasonable endeavours to make any required changes and any increase to the Fees shall be notified to you.
  - 9.3. If due to circumstances beyond our control we have to make any changes in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
  - 9.4. If any amendment should require us to complete work outside the scope of the original agreed proposal, we reserve the right to invoice you the appropriate extra Fees upon agreement of the added work.

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10. No Waiver.
  - 10.1. No delay, act or omission by a party in exercising any right or remedy would be deemed a waiver of that, or any other right or remedy or further exercise of any other right, or remedy.
  
11. Entire agreement.
  - 11.1. These terms of business constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
  - 11.2. Each party acknowledges that in entering into these terms of business it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
  - 11.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in these terms of business or the contract for Services between the parties.
  - 11.4. Nothing in this clause shall limit or exclude any liability for fraud.
  
12. Third parties rights.
  - 12.1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
  
13. Variation.
  - 13.1. Except as set out in these terms of business, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
  
14. Governing Law.
  - 14.1. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
  
15. Jurisdiction.
  - 15.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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