



TSMT&C-V2

HD-Video & DVD Production, Digital Photography, Graphic Design, Voice over's & Secure film Solutions

TechSec Media Ltd. Terms & Conditions of Contract: This version dated 190808

1. Unless agreed otherwise in writing, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 21 days prior to commencement of work (down payment to be known as Commitment Down Payment or CDP). The remaining 50% shall be payable on completion of the Media / Consultancy task. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.
2. For invoices over £1000.00 sterling TechSec Media Ltd. will issue an invoice for payment as each sum becomes due, to be paid within 30 days of the date of that invoice.
3. For invoices under £1000.00 sterling TechSec Media Ltd may require payment upon completion of transfer of goods or services to the purchaser.
4. TechSec Media Ltd fees shall be exclusive of payment and expense items related to the agreed proposal, for example; messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, creation of audio and video streaming files, travel accommodation, subsistence, fax charges and similar items which will be invoiced to the client separately from the agreed proposal invoice.
5. If payment is not received within 30 days of the invoice date, TechSec Media Ltd. will automatically charge interest at a rate of 10% per seven days periods from the invoice due date. Late payment charges will be added to the customer's account / invoice.
6. Payment may be made by bank transfer, cheque or cash.
7. All cheques must be made payable to TechSec Media Ltd.
8. The customer is to clearly state their requirements to TechSec Media Ltd. in writing before commencement of work and subject only to one set of minor alterations thereafter.
9. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written proposal of work.
10. A video programme will only be publicly released by TechSec Media Ltd. once the customer approves all content as complete and satisfactory and confirms this in writing.
11. A customer may terminate the contract at any time by written notice of termination.
12. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by TechSec Media Ltd. unless any other written agreement is reached in advance.
13. Any monies (excluding the deposit) held on account and unused will be returned to the customer subject to a 5% administration charge.
14. TechSec Media Ltd. 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.
15. 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.
16. TechSec Media Ltd. cannot be held liable for loss or damage caused as a result of third party action or failure.
17. The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which TechSec Media Ltd provides crew or equipment and such arrangements shall be notified to TechSec Media Ltd in writing in 21 days in advance of travel to that jurisdiction.
18. TechSec Media Ltd. 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.
19. Customer proposals may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.

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

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

22. TechSec Media Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.

23/ Copyright

Unless otherwise stated in the Order, the Company retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to the Company to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Company retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. The Customer agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Customer.

24. Any confidential or proprietary information which is acquired by TechSec Media Ltd. 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, TechSec Media Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

25. Any contract requiring TechSec Media Ltd. 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 TechSec Media Ltd., its servants or agents, as necessary.

26. TechSec Media Ltd. office hours are 9.00 a.m. to 5.30 p.m. Monday to Friday unless notified otherwise.

27. Any claims must be made in writing to TechSec Media Ltd. within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.

28. Should the customer have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by TechSec Media Ltd within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to TechSec Media Ltd.

29. TechSec Media Ltd 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 TechSec Media Ltd., elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

TechSec Media Ltd disclaimer:

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Any changes to this privacy policy will be posted on this page so that you are always aware of what information we collect and how we use it. TechSec Media Ltd Terms and conditions disclaimer; version dated 230708.

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