

OFFSET FILMS

LET US TELL YOUR STORY

TERMS & CONDITIONS



Parties:

"Offset Films" / "we" / "us":	OFFSET FILMS LIMITED , a limited company registered in England (company no. 09639251) and with its registered address at 47 Crown Close Crown Close, Martlesham, Woodbridge, Suffolk, England, IP12 4UH.
"Client" / "you":	the party engaging Offset Films to provide the Services, as detailed in an SOW.



01 Definitions

1.1. 1.1. The definitions and rules of interpretation in this clause apply in these Terms & Conditions of Business ("**Agreement**");

Client Materials	all videos, audio files, scripts, manuscripts, information, text, graphics, images, artwork, designs, content and materials provided by you (or on your behalf) to us for use in the provision of the Services.
Data Protection Laws	all applicable data protection and privacy legislation in force from time to time in the United Kingdom, which may include, the UK General Data Protection Regulation (Retained Regulation (EU) 2016/679); the Data Protection Act 2018 and any other applicable legislation relating to personal data and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Deliverables	all videos, audio files, manuscripts, information, text, graphics, images, artwork, designs, documents, content and materials or any other electronic content (including drafts) created or provided by Offset Films to you in relation to the Services in any media. The term 'Deliverables' shall also include the 'Final Deliverables'.
Fees	any charges paid or payable by you to Offset Films under this Agreement, as set out in the applicable SOW.
IPR	any patents, trade marks, copyright, database rights, moral rights, design rights, unregistered design rights, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and subsisting in any part of the world together with any goodwill relating or attached thereto.
Services	the services to be provided by us to you (including the provision of any Deliverables) under this Agreement, as specified in the applicable SOW, which may include without limitation, the provision of film and video capture, production services and ancillary services.
SOW	means a Statement of Work entered into by the parties, setting out the scope of the Services, the Deliverables and the Fees.

1.2. In this Agreement, unless the context requires otherwise, the following provisions apply:

- 1.2.1. clause headings are for reference purposes only and shall not affect the interpretation of the clause;
- 1.2.2. any visual elements and illustrations in this Agreement are for reference purposes only and do not have legal effect;
- 1.2.3. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4. the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5. a reference to 'writing' or 'written' excludes faxes but includes email unless stated otherwise.

1.3. In the event of conflict between a SOW and this Agreement, the terms of this Agreement will prevail.



02 Engagement

2.1. This Agreement will be deemed to be accepted by the Client and will be effective on the earlier of:

- 2.1.1. the Client signing a SOW;
- 2.1.2. the Client paying a deposit for any Services; or
- 2.1.3. the Client using any of the Services after receipt of this Agreement, on which date this Agreement will come into existence and will continue in force until terminated in accordance with its terms. The Services will be provided from the date specified in the applicable SOW (or, where no date is specified, on such date that Offset Films determines in its sole discretion).

2.2. This Agreement will apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are contained in, or referred to in, correspondence between the parties or that are implied by law, trade, custom, practice or course of dealing.

2.3. The Client acknowledges that this Agreement will apply to all current and future services provided by Offset Films to the Client relating to the scope of the Services detailed in the applicable SOW.



03 Our Obligations

- 3.1. We will provide the Services to you using reasonable care and skill and we will use commercially reasonable efforts to deliver any Deliverables to you in accordance with the terms of the applicable SOW.
- 3.2. We will use commercially reasonable efforts to complete the Services and deliver any Deliverables to you within any timeframe agreed with you in writing, but for the avoidance of doubt, time shall not be 'of the essence' for the performance of the Services or for the delivery of any Deliverables.
- 3.3. We will notify you when the Deliverables are ready for inspection and will provide you with a draft version for your review. We will give due consideration to comments received from you and, if necessary, we will provide you with a single set of minor revisions (not to exceed a total of four hours' of a member of Offset Films' personnel's time), as otherwise agreed by the parties in writing. We will give due consideration to comments received from you on the second version of the Deliverables, and if necessary, we will provide you with a single set of minor revisions (not to exceed a total of one hour of a member of Offset Films' personnel's time), as otherwise agreed by the parties in writing.
- 3.4. If any further amendments or revisions are required thereafter, Offset Films will provide such additional Services at a rate of £40 per hour (plus VAT) in addition to the Fees set out in an SOW.
- 3.5. On completion of the Deliverables, we will provide you with a copy of the Deliverables for your final approval ("**Final Deliverables**"). You must approve the Final Deliverables (to confirm that they are accurate, complete and satisfactory) in writing within 14 days of receipt of the Deliverables and you will be deemed to have accepted the Final Deliverables in the event that you do not provide any feedback within this 14 day period.
- 3.6. Once the Client has approved (or has been deemed to have approved) the Final Deliverables pursuant to clause 3.5, a copy of the Final Deliverables will be provided to the Client and/or made publicly available (as specified in the SOW) once full payment has been received by Offset Films.
- 3.7. Offset Films will not be liable for any of the contents of, or errors in, the Deliverables in any medium after the Client has approved them in accordance with clause 3.5 above.
- 3.8. Offset Films reserves the right to refuse to use, publish or broadcast all or any part of the Deliverables that it considers in its sole discretion is obscene, threatening, menacing, offensive, discriminatory, defamatory, morally unsuitable, in breach of confidence, infringes a third party's intellectual property rights or is otherwise illegal.



04 Your Obligations

- 4.1. The Client shall provide Offset Films with reasonable co-operation in all matters relating to the performance of the Services. In particular, but without limitation, the Client will:
 - 4.1.1. promptly and fully respond to all communications from Offset Films relating to the provision of the Services and ensure (if applicable) that appropriate and suitably qualified members of the Client's staff are at all reasonable times available to liaise with Offset Films on matters relevant to the provision of the Services;
 - 4.1.2. supply Offset Films with all Client Materials and all necessary information within sufficient time to enable Offset Films to provide the Services;
 - 4.1.3. ensure the accuracy of all Client Materials and information provided to Offset Films;
 - 4.1.4. obtain, or assist Offset Films to obtain, at the Client's cost all necessary licences and consents required or reasonably necessary to enable Offset Films to properly and lawfully provide the Services to the Client; and
 - 4.1.5. provide proper and clear instructions to Offset Films in respect of its requirements in relation to the Services.
- 4.2. You warrant that you have the legal right and authority to enter into and adhere to the terms of this Agreement.
- 4.3. If we are unable to perform our obligations to you under this Agreement because we have been prevented or delayed by you, such as your failure to do something requested of you, we will not be liable for any delays which may occur in the provision of the Services. If the delay in providing the Services exceeds seven days, you must pay us for any costs or expenses we have incurred as a result of the delay and all work provided by us up to that point in time.
- 4.4. You will be responsible for obtaining all licences and permissions in the Client Materials which we may need in order to fully perform the Services. You hereby confirm that you have all the necessary rights (including moral rights) and ownership in the Client Materials to permit us to use them for the provision of the Services without infringing any third party IPR.
- 4.5. Where the Services are to be performed by Offset Films at the Client's premises or any third party location, the Client is responsible for arranging access and insurance against any loss or damage that may arise and ensuring that such premises are in a suitable condition for the provision of the Services.
- 4.6. You are responsible for ensuring that each SOW is correct and accurately reflects your requirements.



05 Fees & Payment

- 5.1. Unless otherwise specified in the applicable SOW:
 - 5.1.1. you will be required to pay 50% of the Services (as detailed in the applicable SOW) in advance before commencement of the Services; and
 - 5.1.2. all invoices must be paid by the Client to Offset Films within 30 days of the date of the relevant invoice.
- 5.2. **You acknowledge and agree in advance that making prompt payment is of critical importance to the ongoing business relationship of the parties and you undertake that payment will be made by the invoice due date on each occasion.**
- 5.3. All Fees are exclusive of VAT and the Client shall pay any applicable VAT to Offset Films on receipt of a valid VAT invoice.
- 5.4. The Client will not be entitled to set-off, counterclaim, deduct or withhold payment under this Agreement.
- 5.5. All Fees are exclusive of Offset Films' reasonable expenses. We reserve the right to charge expenses as are reasonably required for the provision of the Service (including travel, accommodation and subsistence) and we will use commercially reasonable efforts to notify you of such expenses in advance.
- 5.6. Where the Services require Offset Films to supply additional materials or labour that are not set out in the relevant SOW, Offset Films reserves the right to charge the Client for any increased costs in respect of such materials and/or labour.
- 5.7. If you do not pay an invoice issued to you by the relevant due date, we reserve the right to take the following actions:
 - 5.7.1. charge you for any debt recovery costs that we incur;
 - 5.7.2. charge interest and compensation on any outstanding sums from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or
 - 5.7.3. suspend the Services with immediate effect.
- 5.8. We may set-off any liability that you may have to us against any liability that we may have to you.



06 Intellectual Property Rights

- 6.1. You hereby grant Offset Films a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Client Materials solely for use in the provision of the Services for the creation and use of the Deliverables.
- 6.2. We will retain all IPR and other rights in the Deliverables, provided that any bespoke elements of the Final Deliverables (that are detailed in a SOW as being created specifically for the Client (and do not have general application or use for Offset Films' services with our customers)) will be automatically assigned by Offset Films to the Client upon the full payment of the Fees by the Client to Offset Films. You hereby grant Offset Films a non-exclusive, perpetual, irrevocable, transferable, royalty-free, worldwide licence to use the Final Deliverables for the purposes listed in clause 6.5.
- 6.3. Excluding any assigned IPR under clause 6.2, upon payment of the full Fees, we will grant you a licence for all IPR in the Final Deliverables on a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide basis to allow you to make reasonable use of the Final Deliverables.
- 6.4. Subject to clause 6.2, all IPR and any materials developed by us under this Agreement in connection with the Services, including modifications to any Client Materials, will remain our property. For the avoidance of doubt, the Deliverables which do not form part of the Final Deliverables may be used within Offset Film's services without any restrictions.
- 6.5. You acknowledge that Offset Films may use any non-confidential details of the Services and the Deliverables for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes. You hereby permit Offset Films and other associated parties to publish the name and standard logo of the Client for such purposes.
- 6.6. We recommend that any use of the Final Deliverables by you in any publicity or promotions (e.g. awards, competitions, press releases etc) -be accompanied with the statement, "Created by Offset Films" and containing a hyperlink to our website at <https://www.offsetfilms.co.uk/> (where this is possible based on the medium of the statement). In respect of websites, this attribution can be detailed in the Website footer. In respect of any videos, this attribution can be detailed in the video description field of the relevant video hosting website.

- 6.7. You acknowledge and agree that the Deliverables will be created in accordance with your instructions and/or specifications and will be approved by you pursuant to clause 3.5. You will therefore indemnify and keep Offset Films and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Offset Films arising out of or in connection with any claim:
 - 6.7.1. in relation to the Client Materials or any Deliverables infringing a third party's IPR;
 - 6.7.2. in relation to any information provided by you, the Client Materials or any Deliverables being inaccurate or incomplete; and/or
 - 6.7.3. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.



07 Confidentiality

- 7.1. **"Confidential Information"** means any information that is of a reasonably confidential nature (including commercial, technical, proprietary and/or financial: information, data, know-how or processes) that has been disclosed orally, in writing or by demonstration. The **"Disclosing Party"** is the party that shares Confidential Information with the other party or its Affiliates (the **"Receiving Party"**).
- 7.2. The Receiving Party agrees to:
 - 7.2.1. protect the Confidential Information from unauthorised access or disclosure;
 - 7.2.2. use the Confidential Information solely in connection with the Services; and
 - 7.2.3. only make available the Confidential Information to its staff members, contractors and professional advisors (**"Representatives"**) that reasonably require the Confidential Information (subject to such Representatives being bound by confidentiality obligations that are materially equivalent to this clause 7).
- 7.3. Nothing in this Agreement will restrict the Receiving Party's use of any Confidential Information which:
 - 7.3.1. is made available in the public domain by any person without breach of this Agreement;
 - 7.3.2. is already in the Receiving Party's lawful possession, as reasonably evidenced by the Receiving Party;
 - 7.3.3. has already been independently developed by the Receiving Party without reference to the Confidential Information;
 - 7.3.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 7.3.5. is required by law to be released (e.g. by a court order), provided that the Disclosing Party is given prior written notice of such request (where such notice is not prohibited by law).
- 7.4. This clause 7 shall survive termination of this Agreement, however arising.



08 Data Protection

- 8.1. General Obligations. Each party will ensure that, in the performance of its obligations under this Agreement, it will at all times comply with all applicable Data Protection Laws and any other applicable privacy laws and regulations.
- 8.2. Data Specification. You must provide us with a document setting out the (a) subject matter and duration of any processing to be undertaken by us; (b) the nature and purpose of the processing; and (c) the type of Personal Data and the categories of data subject relevant to this Agreement.
- 8.3. Data Controller. You acknowledge and agree that you will be the Data Controller under this Agreement and that you will be responsible for adequately addressing the use of cookies and data protection obligations in your end-customer / client Terms & Conditions and policies. As we do not have any control over your data protection notices, policies and Terms & Conditions, you will indemnify (reimburse on a pound for pound basis) and keep us and our officers, employees, consultants, agents and sub-contractors indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by us arising out of or in connection with any claim in respect of: (a) a breach of clause 8.1, 8.2 or 8.3; (b) any liability arising whatsoever in respect of the cookies on, or the capture of Personal Data through, your website(s) and applications; and (c) the consent of data subjects for the exportation of any Personal Data outside of the UK and/or the European Economic Area by us under clause 8.6.

- 8.4.** Data Processor. We acknowledge and agree that we will be the Data Processor under this Agreement and that we shall: (a) keep all Personal Data we receive, store and collect from you strictly confidential (pursuant to clause 7 (Confidentiality)), and not disclose any Personal Data to third parties; (b) not use the Personal Data for any purpose other than to perform our obligations under this Agreement; (c) ensure that all Personal Data it receives, stores and collects from you is processed in accordance with this Agreement or as otherwise instructed in writing from time to time by you and us shall not process the Personal Data for any other purpose, unless required by law to which we are subject, in which case we shall, to the extent permitted by law, inform you of that legal requirement prior to responding to the request; (d) promptly carry out any written request requiring us to amend, transfer or delete the Personal Data or any part of the Personal Data made by you during this Agreement; and (e) notify you without undue delay or in any case within 48 hours upon us or any sub-processor becoming aware of a breach affecting Personal data and at this time providing you with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.
- 8.5.** Assistance. We agree to assist you with all subject access requests which may be received from an end-customer in a prompt timeframe (at your cost) and ensure that appropriate technical and organisational measures are in place to enable you to meet its obligations to those requesting access to Personal Data held by us. Upon request, we shall provide you with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this clause 8. We shall assist you in relation to any data impact assessments, data risk assessments and/or any prior consultation with the relevant data protection authority, provided that we shall be entitled to charge a reasonable fee for such assistance.
- 8.6.** Data Transfers. We agree not to transmit any Personal Data to a country or territory outside the UK and/or the European Economic Area without your prior written consent, provided that such consent is hereby deemed provided where the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws (which may include entering into an International Data Transfer Agreement).
- 8.7.** Return of Data. Upon the termination or expiry of this Agreement for any reason, we shall return all Personal Data to you, or destroy it, as requested by you in writing, provided that this shall not prevent us from retaining a copy to meet its legal or regulatory obligations.
- 8.8.** Safeguards. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of this Agreement they will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality of Personal Data, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of the end-customers or employees and to protect against anticipated threats or hazards to the integrity of such information and records.



09 Limitation of Liability

- 9.1.** This clause 9 sets out the entire financial liability of Offset Films (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
- 9.1.1.** arising under or in connection with this Agreement;
 - 9.1.2.** in respect of any use made by the Client of the Services, the Deliverables or any part of them; and
 - 9.1.3.** in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2.** All warranties, conditions and other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 9.3.** Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury which results from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; (iii) under any indemnities in this Agreement; or (iv) any other liability which cannot be excluded by law.
- 9.4.** Subject to clause 9.3:
- 9.4.1.** Offset Films will not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 9.4.2.** Offset Films' total liability to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to the Fees paid or payable for the Services in the applicable Statement of Work to which the cause of action relates.
- 9.5.** Whilst we will use our reasonable endeavours to make sure that any Client Materials you provide to us are not lost or damaged, we will not be responsible or liable for any loss or damage that may occur to them. We therefore recommend that you make copies of all Client Materials.



10 Cancellations (For Consumers Only)

- 10.1.** Where you engage us in an individual capacity (and not as a business), you are entitled to cancel any SOW within 14 days from the day on which you placed the order ("**Cancellation Period**").
- 10.2.** To exercise the right to cancel, you must inform us of your decision to cancel the order by a clear statement (e.g. by a letter sent by post or by email). You may use the example model cancellation form below, but it is not obligatory.
- 10.3.** Model Cancellation Form:
To: OFFSET FILMS LIMITED, of 47 Crown Close Crown Close, Martlesham, Woodbridge, Suffolk, IP12 4UH, England
I hereby give notice that I cancel my contract of sale of the following Services:
Ordered on: _____ Order number: _____ Name of customer: _____
Address of customer: _____
Signature of customer (only if sent by paper): _____ Date: _____
- 10.4.** If you are to receive the Services within the Cancellation Period, you will need to provide us with your express written confirmation (which may be sent by email) before Offset Films can provide the Services to you. Please note that by booking the Services within the Cancellation Period, you will be deemed to be waiving your right to cancel the Services under the applicable SOW.
- 10.5.** We will reimburse you without undue delay and not later than 14 days after receiving your notice of cancellation.



11 Termination

- 11.1.** The parties acknowledge and agree that either party may terminate this Agreement upon providing the other party with written notice, which will not take effect until the termination of all SOWs then in effect. Entering into this Agreement does not commit you to any Services unless a SOW is placed.
- 11.2.** The parties acknowledge and agree that each SOW will continue for the time period stated in the applicable SOW terms. Upon the termination of this Agreement, all SOWs will automatically terminate.
- 11.3.** Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect and without liability by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- 11.3.1.** a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so;
 - 11.3.2.** an event, including (or similar in nature to) the following:
 - a.** the Defaulting Party is unable to pay its debts as they fall due;
 - b.** the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - c.** a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
 - d.** a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
 - 11.3.3.** the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.4.** If this Agreement terminates for any reason:
- 11.4.1.** we shall not have any obligation to repay any Fees paid by the Client; and
 - 11.4.2.** notwithstanding any other provision, all charges payable by the Client to us under this Agreement will become due and payable immediately. This clause is without prejudice to any right by Offset Films to claim for interest or any other right under this Agreement.
- 11.5.** Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of each party that have accrued up to the date of termination, including the right to claim damages in respect of a breach of this Agreement which existed at, or before, the effective date of termination.
- 11.6.** Any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect following the termination or expiry of this Agreement.



12 Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances which could not reasonably be contemplated at the time of entering into this Agreement and which are beyond the parties' reasonable control (including, without limitation: acts of God, epidemic, pandemic, strikes, lock-outs or other industrial disputes (involving the workforce of Offset Films), sickness (involving the workforce of Offset Films), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors) (collectively referred to as a **"Force Majeure Event"**). If a Force Majeure Event under this clause prevents a party from performing its obligations under this Agreement for a period of 30 days or more, either party may terminate this Agreement immediately by providing the other party with written notice.



13 Storage

- 13.1. All Client Materials and/or Deliverables which we hold and store for you are kept solely at your risk. You are responsible for insuring any such Client Materials or Deliverables as you deem to be appropriate.
- 13.2. We will store the electronic files of the Final Deliverables up until the Services under the applicable SOW have been completed and we will make these available to you to download upon full payment of the Fees by you.
- 13.3. Upon your request, we will promptly provide you with a quote to store the electronic files of the Final Deliverables on an ongoing basis, in accordance with the time period stated in the quote.
- 13.4. If you do not request us to store the electronic files of the Final Deliverables in accordance with clause 13.3, we will use commercially reasonable efforts to retain one copy of the files for a period of one year and we may then delete the files at our discretion without any liability to you.



14 Miscellaneous

- 14.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement 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 this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 14.2. It may be necessary for us to update this Agreement and its terms from time to time. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into this Agreement.
- 14.3. Subject to clause 14.2, no variation of this Agreement will be effective unless it is in writing and signed by both parties.
- 14.4. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 14.5. You shall not, without the prior written consent of Offset Films, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement. Offset Films may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.6. All notices must be in writing and will be deemed given on the second business day (being Monday to Friday, excluding Bank Holidays in England) following posting by registered or certified mail, return receipt requested, to the other party's address specified in the applicable SOW. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under this Agreement.
- 14.7. No one other than a party to this Agreement (or their successors and permitted assignees) shall have any right to enforce any of its terms.
- 14.8. Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the parties, make a party the agent of the other party, or authorise a party to make or enter into any commitments for or on behalf of the other party.

- 14.9. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.10. Each SOW may be signed in counterparts. Each signed copy of a document will be deemed to be an original, but all signed copies, when taken together, will constitute one and the same agreement.
- 14.11. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

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