

TERMS & CONDITIONS

LIFE MEDIA UK LIMITED

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we prepare and supply videos and related services. No other terms or conditions (including any terms in a purchase order or confirmation order) apply to our agreement with you. These terms and conditions cannot be varied except with our written agreement.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order. These terms tell you who we are, how we will prepare and deliver a video to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are LIFE MEDIA UK LIMITED, a limited company no. 07761706 with registered office at 86 Newport Road, Caldicot NP26 4BR, UK.
- 2.2 **How to contact us.** You can contact us by telephoning us on 0117 259 1914 or 0161 543 3939 or by writing to us at admin@lifemedi auk.com or at Kingswood House, South Road, Bristol BS15 8JF, UK, or at Swan Buildings, Swan Street, Manchester M4 5JN, UK.
- 2.3 **How we may contact you.** If we have to contact you about your order we will do so by telephone or by writing to you at any email address or postal address you provided to us in your order.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.
- 2.5 **“Video” includes films and animations.** When we use the word “video” in these terms, this includes films and animations.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when it is accepted by us, at which point a contract will come into existence between us.
- 3.2 **If we cannot fulfill your order.** If we are unable to fulfill your order, we will inform you of this and will not charge you or will refund any payment made. This might be because of unexpected limits on our time or other resources which we could not reasonably plan for, because we have

identified an error in the price or description of your video, or because we are unable to meet a deadline you have specified.

4. **YOUR ORDER**

- 4.1 **You must give us accurate information.** You must check your order carefully and ensure that the details you give us about it are complete and accurate. In order to assist us in preparing your video, you must provide us with the information and materials we require, and ensure that they are accurate.
- 4.2 **You must cooperate with us.** In order that we can fulfill your order, you must co-operate with us in all matters relating to your order and your video. You must provide us, and our agents, consultants and subcontractors, with access to your premises if this is required for the preparation of the video. You must work with us to achieve any agreed timeline for the video or project – this includes responding to our messages, correspondence and calls in a timely manner, and undertaking any work necessary to achieve the filming or project objectives, such as securing case studies, completing project forms, etc.
- 4.3 **It is your responsibility to obtain licences if required.** If any licences, permissions or consents are required in order for us to prepare the video, you must obtain those before we start work and maintain them until the order is complete.
- 4.4 **We may make changes to the order or the video.** Sometimes it may be necessary for us to make changes to the order or the video to comply with applicable legal or safety requirements. This would not materially affect the nature or quality of the video. If we need to make such changes, we will notify you accordingly.

5. **YOUR RIGHT TO MAKE CHANGES TO YOUR ORDER**

- 5.1 **If you wish to make a change to your order before we deliver your video to you, please contact us.** We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your order (see Clause 7, YOUR RIGHT TO CANCEL YOUR ORDER).
- 5.2 **You can request amendments to your video.** When we deliver your video to you (see Clause 6, DELIVERY OF YOUR VIDEO), we will provide you with a link to a website page where you can view your video and request amendments. You must make amendments in this way within 10 working days of us delivering your video to you. For instance, if we deliver your video to you on the 4th day of the month, you must make the amendments on or before the 18th day of the month. If you need a longer period of time to consider your video (for instance because you are on

holiday), you must notify us and ask for an extension of time on the day we deliver your video.

5.3 **We can refuse to make late amendments or charge a fee.** If you request an amendment to your video outside the period referred to in Clause 5.2 (and we have not agreed an extension of time), we may refuse to make the amendment, or otherwise charge you a fee of £250 + VAT for making the amendment. This is because we work to strict productions schedules, and work in addition to those schedules is either not possible or means that we incur further costs.

6. **DELIVERY OF YOUR VIDEO**

6.1 **When we will deliver your video.** We will give you an estimated time for delivery of your video after we have accepted your order. When your video has been prepared, we will deliver it to the email address you gave us. Please note that we reserve the right not to deliver the video to you until you have paid for it (see Clause 10, PRICE AND PAYMENT).

6.2 **When you become responsible for your video.** Your video will be your responsibility from the time it is delivered to the email address you gave us. You should take make appropriate arrangements to save and back up your video when you receive it.

6.3 **When you own your video.** You own your video once we have delivered it to you. However, see Clause 11, RIGHTS IN YOUR VIDEO.

6.4 **We are not responsible for delays outside our control.** We cannot guarantee that we will deliver your video to you on a particular date. Time of delivery is not of the essence of the contract. If delivery of your video is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for goods or services you have paid for but not received.

6.5 **We may suspend work on your video if you do not comply with the contract terms.** If you fail or delay to perform any of your obligations under this contract, and this prevents us from working on the video, we may suspend preparation of your video.

6.6 **We may cancel work on your video under a retainer contract if you do not comply with the contract terms or do not provide us with the assistance we need.** This clause relates to where we agree a retainer contract with you, involving preparation of one or more videos over a fixed period (such as 6 months or 12 months). We may at our absolute discretion cancel work on your video or otherwise refuse to carry out more work on it, if you fail or delay to perform any of your obligations under this contract, or do not provide us with the assistance we need, and this prevents us completing your video within the fixed retainer period. No refunds will be given in these circumstances.

7. **YOUR RIGHT TO CANCEL YOUR ORDER**

7.1 **You can always cancel your order.** Your rights when you cancel your order will depend on what you have ordered and whether there is anything wrong with it, and when you decide to cancel the order:

- (a) If your video is faulty or different from our pre-order description of it you may have a legal right to cancel your order (or to get problems with your video remedied, or get some or all of your money back), see Clause 9, IF THERE IS A PROBLEM WITH THE VIDEO;
- (b) If you want to cancel your order because of something we have done or have told you we are going to do, see Clause 7.2;
- (c) If you are a consumer and you have just changed your mind about your video, see Clause 7.3. You may be able to get a refund if you are within the cooling-off period; and
- (d) If you want to cancel a retainer contract, see Clause 7.5.

7.2 **Cancelling your order because of something we have done or are going to do.** If you are cancelling your order for a reason set out at (a) to (d) below, we will refund you in full for any video which has not been supplied. The reasons are:

- (a) We have told you about an error in the price or description of your video you have ordered and you do not wish to proceed;
- (b) There is a risk that supply of your video may be significantly delayed because of events outside our control;
- (c) We have suspended supply of your video for technical reasons, or notify you we are going to do so, for a period of more than 3 months; or
- (d) You have a legal right to cancel your order because of something we have done wrong.

7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** If you are a consumer (rather than a business), for most goods and services bought online you have a legal right to change your mind and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 **How long do you have to change your mind (as a consumer)?** You have 14 days after your order to change your mind. For example, if you submit your order on the 3rd of the month, you can change your mind up to and including the 17th of the month.

7.5 **Cancelling a retainer contract.** If we have agreed a retainer contract with you whereby you have ordered a number of videos over a period of time (such as 1 video per month over a 12-month period), you can cancel the contract by giving us 1 month's written notice and paying 35% of the

price agreed for the contract that remains outstanding after the end of that notice period. For example, if the total price is £6,000 for a 12-month retainer and you cancel after 8 months, the outstanding price for the remaining 4 months would be £2,000 (£6,000 x 4/12) and the sum payable would be £700 (35% of £2,000). However you cannot cancel such a contract in relation to any video which we have started working on or completed – the element of the retainer contract relating to such a video must be paid for in full.

8. **HOW TO CANCEL YOUR ORDER (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 8.1 **Tell us you want to cancel your order.** To cancel your order, please let us know by calling 0117 259 1914 or by writing to us at admin@lifemedi auk.com. Please provide your name, address, details of the order and, where available, your phone number and email address.
- 8.2 **How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for your video by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind, we may reduce your refund of the price to reflect any work you have asked us to do before you cancelled your order.
- 8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible, usually within 14 days from the day on which you cancel your order.

9. **IF THERE IS A PROBLEM WITH THE VIDEO**

- 9.1 **How to tell us about problems.** If you have any questions or complaints about your video, please contact us. You can telephone us on 0117 259 1914 or by writing to us at admin@lifemedi auk.com.
- 9.2 **Summary of your legal rights.** We are under a legal duty to supply goods and services that are in conformity with this contract.

10. **PRICE AND PAYMENT**

- 10.1 **Where to find the price for your video.** The price of your video will be the price indicated on the proposal we send you.
- 10.2 **When you must pay and how you must pay.** We will send you an invoice for the price plus applicable VAT. We accept payment by credit card, debit card and bank transfer. You must payment the invoice within 30 working days (i.e. weekdays, but not Bank Holidays) of the date of the invoice. We will not deliver your video to you until all invoices have been paid.

10.3 **We can charge you interest on outstanding payments.** If you do not pay an invoice by the due date (as referred to in Clause 10.2), we have the right to charge you interest on outstanding amounts. (This is a statutory right, from the Late Payment of Commercial Debts (Interest) Act 1998.)

10.4 **We can charge you more if you change your order.** We are happy for you to change or update your order, such as if you want to expand the scope of your video or include new ideas. However we reserve the right to increase the price of your video to incorporate the change or update, and to send you an invoice for the additional price.

11. **RIGHTS IN YOUR VIDEO**

11.1 **Ownership and use of your video.** As per Clause 6.3, you own your video once we have received payment in full for it and we deliver it to you. This is subject to Clause 11.2. You have the right to use and play the video on your website, on YouTube, in your social media, and at your events.

11.2 **We own all other rights in the video.** The video is our creative product, and we own and retain all intellectual property rights in and arising out of the video (including raw footage and photographs), except for those rights referred to in Clause 11.1. (In some circumstances we may be willing to transfer the intellectual property rights in and arising out of the video to you – please contact us to discuss.) We are the sole author of the video and we assert our moral right under Chapter 4 of the Copyright, Designs and Patents Act 1988 to be identified as the author of the video.

11.3 **We have the right to use the video.** We have the right to use the video (including raw footage and photographs) for publication, exhibition, or other promotional purposes.

12. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen.

12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence (or the negligence of our agents or subcontractors); for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to your video including the right to receive a product which is as described, matches information we provided to you, and is of satisfactory quality.

12.3 **We are not liable for business losses.** We have no liability to you for any loss of profit, loss of

business, business interruption, or loss of business opportunity, which arise out of this contract.

12.4 **We are not liable for delays caused by you.** We are not liable for any costs or losses you sustain or incur arising directly or indirectly from your failure or delay to perform any of your obligations under this contract. If we sustain or incur any losses or costs arising directly or indirectly from such failure or delay, you will reimburse us for those losses or costs.

13. **OUR RIGHT TO TERMINATE THE CONTRACT**

13.1 **We may terminate the contract.** In certain circumstances, we have the right to terminate the contract with immediate effect by giving written notice to you. Those circumstances are as follows:

- (a) You breach your obligations under this contract and (if such breach is remediable) fail to remedy that breach within 14 days after we give you notice in writing to do so;
- (b) You become unable to pay your debts as they fall due or admit your inability to pay your debts;
- (c) You become subject to a winding-up petition or bankruptcy petition;
- (d) If you are an individual, you die or become incapable of managing your own affairs or becomes a patient under any mental health legislation; or
- (e) An event occurs beyond our reasonable control which prevents us from working on your video for more than 12 weeks.

13.2 **What happens on termination of the contract.** If the contract is terminated, you must immediately pay us all of our outstanding unpaid invoices and interest. If we have carried out work for which we have not submitted an invoice, we will submit an invoice for that work (which may include costs related to administration, logistical and project management, and creative work), and you must pay it immediately on receipt.

13.3 **Certain Clauses of the contract will survive termination.** If the contract is terminated, any Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we will use your personal information. We will only use your personal information as set out in our privacy policy: <https://www.lifemediauk.com/privacy-policy/>. You may receive marketing communications from us if you have not opted out of receiving that marketing.

15. DISPUTE RESOLUTION PROCEDURE

- 15.1 **If a dispute arises, it can be referred to an expert to determine.** Subject to Clause 15.3, if a dispute arises in relation to your order, either we or you may refer it for determination to an expert appointed by agreement between us. If we cannot agree upon an expert within 10 working days, then Clause 15.2 will apply.
- 15.2 **Either party may refer the dispute for mediation.** If this Clause applies, either we or you may refer the dispute to mediation under the rules of the Centre for Dispute Resolution (“CEDR”) Model Mediation Procedure. If the dispute is not resolved by CEDR within 42 days (or a longer period, if agreed between us), then either party may commence court proceedings in respect of the dispute.
- 15.3 **Court proceedings can always be issued.** Nothing in this contract restricts either party from commencing court proceedings at any time.

16. OTHER IMPORTANT TERMS

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- 16.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 **This contract does not form a partnership or agency between us.** Nothing in this contract establishes any partnership or joint venture between us and you, or constitutes us as your agent.
- 16.5 **Both parties must keep each other’s information confidential.** Both we and you must keep confidential all information about or relating to each other obtained under or in connection with this contract. Further, we and you must not disclose such information to any third party except as necessary for the performance of this contract.
- 16.6 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.7 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do

not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide your video, we can still require you to make the payment at a later date.

16.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of the goods and services in the English and Welsh courts.