

Terms & Conditions



Commencement

- 1.1 Darkside Animation Films Limited will confirm in writing, its understanding of the Client's requirements by means of a formal Darkside Animation Films Limited "Client Quotation" and/or "Client Instruction Form", which shall be supplied to the Client for approval, prior to the commencement of any works, and shall be subject to minor alterations only, where appropriate. Darkside Animation Films Limited will also confirm in writing (either within the body of the main "Client Quotation", the "Client Instruction Form" or by separate email), its understanding of agreed delivery timescales for the build and supply of the completed works, along with any other relevant details or information relating to the general project that may affect the overall build specification, as may have been verbally discussed with the Client at the initial Consultation/Client briefing.
- 1.2 **Client Instruction Form:** Copy of the Darkside Animation Films Limited "Client Instruction Form" can be obtained on the Darkside Animation Films Limited website at www.dsanim.com
- 1.3 For the benefit of this schedule, the term "Works" shall specifically refer to all material produced, or due to be produced by Darkside Animation Films Limited, for and on behalf of the Client, as itemised in the "Client Quotation", the "Client Instruction Form" or any subsequent amendments subject to the provisions of clause (6.2) of this schedule.

Invoicing & Payment

- 2.1 For all accounts, (50%) of the invoice total shall be paid prior to the commencement of any job. This initial payment shall be defined as the "Commencement Deposit". Darkside Animation Films Limited reserves the right not to commence any work on a Client project until the "Commencement Deposit" has been received as cleared funds through their Bank (NatWest). We therefore recommend that payment of the initial "Commencement Deposit" be paid at least (5) working days prior to the required commencement of any job we undertake for and on behalf of the Client. The outstanding balance (50%) shall be due, in full, upon completion of the job (i.e. upon delivery of the final works to the client), unless other payment method has been specifically agreed to and confirmed in writing by Darkside Animation Films Limited to the Client, or unless the total job amount exceeds £20,000 (Sterling), excluding VAT at the prevailing rate, in which case clause (2.7) of this schedule shall apply.

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- 2.2 Darkside Animation Films Limited will issue an appropriate invoice for payment as each respective sum becomes due for payment by the Client. All stage or balance payments are due for payment in full within (5) working days of their respective invoice. Invoices are sent to the Client by email; however, a paper copy is available upon request.
- 2.3 **Late Payment:** If payment is not received within (20) working days of the date of the respective invoice, Darkside Animation Films Limited reserves the right to automatically charge interest at a rate of (6%) above the base rate of NatWest Bank (per annum), which will be added to the customer's account until final settlement has been made.
- 2.4 Payments should be made by "Bank Transfer" or "Company Cheque".
- 2.5 All Cheques should be made payable to: "Darkside Animation Films Limited"
- 2.6 If the Client becomes bankrupt, or under the provisions of section 123 of the Insolvency Act 1986, is deemed to be unable to pay its debts, or compounds with its creditors, or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Client (other than for a voluntary winding up for the purpose of reconstruction or amalgamation), or if a Receiver or Manager or Administrative Receiver is appointed of all or any part of its assets or undertaking, Darkside Animation Films Limited shall be entitled to cancel its contract with the Client, in whole or in part, by notice in writing without prejudice to any right or remedy accrued or accruing to Darkside Animation Films Limited.
- 2.7 Large Payments: In consideration of any large payments, where any "works" exceed £20,000 (Sterling), excluding VAT at the prevailing rate, Darkside Animation Films Limited may require the Client to make an intermediate stage payment of a further 25% of the total "works" amount, (an on account payment amounting to 75% of the total "works" amount), which Darkside Animation Films Limited shall separately invoice to the Client at the appropriate stage of build. Darkside Animation Films Limited shall specify any such stage payment in either the "Client Quotation" or "Client Instruction Form" prior to the commencement of any works. Darkside Animation Films Limited reserves the right to cease further activity in respect to the said "works" should a stage payment not be paid, in full, by the Client within three working days of receipt of our respective invoice). Subsequently, any delay of a stage payment, may result in a delay on the overall delivery of "works".

Darkside Animation Films Limited

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Copy Approval

- 3.1 **Alterations:** Should the Client later require reasonable alterations, that have not previously been agreed and acknowledged in writing by Darkside Animation Films Limited in our initial Quotation (as per clause 2.1 of this schedule), or any subsequent email prior to commencement of the project, the Client is advised that further additional charges may apply in consideration of any such additional changes or alterations that may later be required by the Client. In this case, the Client should clearly specify in writing to Darkside Animation Films Limited (via email), exactly what additional alterations/changes are required. Darkside Animation Films Limited shall, by return, notify the Client in writing (via email) of any additional charges that need to be applied in consideration of any such alterations.
- 3.2 Any "Works" completed by Darkside Animation Films Limited for and on behalf of the Client, may only be publicly released by Darkside Animation Films Limited (for promotional purposes), once the completed "works" are proven to be in the public domain, or once the Client has confirmed their approval, in writing (via email), to Darkside Animation Films Limited (whichever is earliest).

Termination of Services

- 4.1 The Client may terminate their contract with Darkside Animation Films Limited at any time by written notice of termination. Such notice must be delivered to Darkside Animation Films Limited (below address). "Point of Termination" shall be determined as the date that Darkside Animation Films Limited receives actual copy of the Clients written "Termination Notice". Darkside Animation Films Limited shall, by return, confirm receipt of such notice to the client (email). We would recomend that any such notice be sent to our below address using "Royal Mail Special Delivery".
- 4.2 Should the Client wish to terminate their contract with Darkside Animation Films Limited prior to completion of the said "works", the Client will remain liable for full payment of any work which Darkside Animation Films Limited has previously undertaken, and/or is currently in progress for and on behalf of the client.
- 4.3 Should the Client wish to terminate this agreement at any stage, funds held on account (excluding the Commencement Deposit) shall be refunded to the Client on a pro-rata basis, subject to a 5% administrative charge.

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Errors, Omissions or Liability

- 5.1 Darkside Animation Films Limited cannot be held liable for any loss or damage caused as a result of any third party action, failure or non-compliance.
- 5.2 In the event of a performance obligation accepted by Darkside Animation Films Limited being prevented, delayed, or in any way interfered with by an act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire or by any other cause deemed to be beyond the reasonable control of Darkside Animation Films Limited, Darkside Animation Films Limited may, at its own option, suspend all further performance or cancel its obligations under the contract without liability for any damage or consequential loss resulting from such suspension or cancellation, being without prejudice to Darkside Animation Films Limited's right to recover all sums owing to it in respect of goods or services delivered and costs incurred up to the date of such suspension or cancellation (to be confirmed in writing by Darkside Animation Films Limited to the Client).
- 5.3 Darkside Animation Films Limited shall not be held liable for any errors or omissions on any material they have produced for and on behalf of the Client. The Client must check all materials produced by Darkside Animation Films Limited in order to satisfy themselves that the material produced meets with their requirements. Any recommendations or suggestions made by Darkside Animation Films Limited relating to the said "Works" are given in good faith and without prejudice.
- 5.4 The Client shall indemnify Darkside Animation Films Limited against all actions, claims, costs, charges, expenses and proceedings arising from or incurred by reason of any defamatory or libellous matter or any infringement or alleged infringement of any patent, trademark, copyright, registered design or design copyright or other exclusive right including any moral right claim or other title of any third party in respect of work carried out for the Client by Darkside Animation Films Limited.
- 5.5 The Client hereby agrees that without limiting any other provision of these conditions, to the maximum extent permitted by English law, Darkside Animation Films Limited's entire liability for breach of any provision of this or any other contract, or any conditions implied by the contract by operation of law, including Darkside Animation Films Limited's liability for negligence (except where such negligence results in death or personal injury), notwithstanding any other provision of the contract, shall be limited to the total amount actually

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paid by the Client to Darkside Animation Films Limited, in accordance with the contract. Under no circumstances whatsoever shall Darkside Animation Films Limited be liable for any consequential loss, including damages for loss of profit or any other indirect pecuniary loss of any kind.

Contracts

- 6.1 Contracts between the Client and Darkside Animation Films Limited may be modified (by mutual written agreement only) at any time, to add or delete services in order to better benefit the Client's needs.
- 6.2 Any amendment made to the original "Works" must be made by mutual consent and confirmed in writing by both parties. Any such amendment shall be referred to as a "Works Amendment", which once mutually agreed in writing shall, from that point onwards, become contractually binding between both parties.
- 6.3 E-mail correspondence shall be sufficient confirmation to approve any/all changes to any agreement/contract between the Client and Darkside Animation Films Limited.
- 6.4 Darkside Animation Films Limited shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any contract between Darkside Animation Films Limited and the Client.
- 6.5 If any provision of this contract is found to be void or unenforceable under the jurisdiction of English Law, the same shall in no way affect any other provision of this contract or the validity or enforceability of the contract generally.
- 6.7 If the Client requires Darkside Animation Films Limited to attend any filming or *recce* locations outside the United Kingdom, the Client shall be responsible for providing appropriate security arrangements for any Darkside Animation Films Limited crew and equipment. Such arrangements shall be notified to Darkside Animation Films Limited in writing, at least 14 days prior to the first date of travel.
- 6.8 All contracts between the client and Darkside Animation Films Limited shall be governed and interpreted exclusively in accordance to the Laws of England and shall be subject to the jurisdiction of English Courts only.

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Ownership of Content/Copyright

- 7.1 Subject to Darkside Animation Films Limited receiving full payment of all outstanding fees, (which must be cleared funds through Darkside Animation Films Limited's Bank: NatWest Bank), Darkside Animation Films Limited agrees to hereby assign to the Client, with full title guarantee, all present and future copyright and intellectual property rights howsoever arising in the final created images produced.
- 7.2 Darkside Animation Films Limited shall retain ownership and rights of all digital assets, including but not withstanding, 3D models, 2D/3D Textures, Scene Files, reference images, Artwork, Storyboards, Animatics, Composites, Data Sets including Motion Capture, Coded assets including Programmed Scripts or plug-ins together with any 3D tests created for the project, unless otherwise specifically agreed in writing by both parties.
- 7.3 The Client shall give Darkside Animation Films Limited a perpetual, royalty free, licence to use all material/s produced by Darkside Animation Films Limited, for and on behalf of the Client, in order that Darkside Animation Films Limited may promote its business, once such material is in the public domain, or unless otherwise confirmed in writing by the Client. This shall include connection with any material/s that may relate to industry awards.

Transfer of Title

- 8 Title of any/all works produced by Darkside Animation Films Limited, for and on behalf of the Client, shall only transfer to the Client once full payment of the total invoice amount (including VAT at the prevailing rate) for the whole "Works" has been made (Cleared funds confirmed by Darkside Animation Films Limited's Bank – NatWest Bank).

Confidentiality

- 9 Any confidential or proprietary information which is acquired by Darkside Animation Films Limited from the Client in connection with the said works shall not be disclosed to any person or entity, except when required to do so by law. If required, Darkside Animation Films Limited will sign and adhere to the reasonable conditions of any standard "None Disclosure Agreement" as provided by the Client.

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Deadlines & Delivery

10.1 Any “works” that require Darkside Animation Films Limited to adhere to a deadline must be outlined in detail by the Client prior to the commencement of such “works”. In such event, specific details of such deadline/s, required by the Client, should be specified and confirmed in either the “Client Quotation” or the “Client Instruction Form” prior to the commencement of any such “works”. Darkside Animation Films Limited will then use its best endeavours to deliver such completed works to the Client by or before any agreed deadline as specified in either the “Client Quotation”, or the “Client Instruction Form”. However, such endeavours on the part of Darkside Animation Films Limited shall be subject to the Client, or appropriate representative of the Client, making themselves available for communication with Darkside Animation Films Limited, its contractors and or agents, as may reasonably be required by Darkside Animation Films Limited, in order that they may be able to fulfil their performance obligations under any such agreement.

10.2 Darkside Animation Films Limited official trading hours are 9.30am to 6:00pm (GMT) Monday to Friday.

Complaints

11 Should the Client feel they have due cause to make an official complaint, we would respectfully request that the complaint be made in writing, and sent to our main office (Address details below) marked for the attention of the “Managing Director”. Darkside Animation Films Limited will then take appropriate action in order to investigate the matter in detail, so that a formal written reply can be made to the Client within 28 days of receipt of the Client’s original letter of complaint.

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