

I/We acknowledge that I/we have read, understood and agree to be bound by Creare's terms and conditions below.

CUSTOMER SIGNATURE

PRINT NAME

DATED

**Please read these Terms and Conditions carefully before ordering any services from Creare. You should understand that by ordering any of our services, you agree to be bound by these Terms and Conditions. You may wish to print a copy of these Terms and Conditions for future reference.**

In these conditions, unless the context requires otherwise

**"Acceptance Date"** means the date on which the Customer notifies Creare that it has received and accepts the Final Cut as being satisfactory, or otherwise pursuant to clause 13.5.

**"Briefing Document"** means the document headed 'Briefing Document' which sets out the proposed content and requirements for the Video as discussed and agreed between the parties.

**"Confidential Information"** means all information designated as such by either party in writing together with all such other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel and customers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.

**"Contract"** means a contract, subject to these terms and conditions, for the provision of the Services between Creare and the Customer.

**"CPI"** means Consumer Price Index.

**"Creare"** means Creare Communications Limited (company number 05848349) whose registered office is at Boughton Leigh House, Brownsover Road, Rugby, CV21 1HL.

**"Creare's Website"** means the website at [www.creare.co.uk](http://www.creare.co.uk)

**"Customer"** means the person, company, firm or body purchasing the Services from Creare.

**"Customer Content/Data"** means text, graphics, photographs, sounds, information, data, music, video, film or any other copyright work publicly available on the Website or provided for publication on the Website either by the Customer or any other third party (excluding Creare) commissioned by the Customer, together with all User Generated Content and information regarding users (such as, for example, the number of page impressions, users email addresses or other information posted by users or depicted by the Website about users).

**"Customer Representative"** means the person appointed by the Customer who shall have the right on behalf of the Customer to provide instructions and sign off as satisfactory any/all elements of the Video and its production.

**"Draft Website"** means the Website designed and developed by Creare pursuant to the Order and presented to the Customer with or followed by a request for a List of Changes.

**"Due Date"** means the fourteenth day after the date on which Creare issues an invoice to the Customer.

**"Domain Name"** means the name registered with an Internet Registration Authority used as part of the Customer's URL.

**"Final Cut"** means the version of the Video submitted to Customer for final approval.

**"Hosting Service"** means the installation and storage of the Website files, any domains and/or any other associated or expressly agreed files and/or data, mailboxes and email accounts onto a web server on the ftp.

**"Inappropriate Content"** means a content which is unlawful, harmful, obscene, vulgar, indecent, pornographic, defamatory, offensive, defamatory, threatening, abusive, harassing, hateful, liable to incite racial hatred, menacing, blasphemous or invasive of another's privacy.

**"Intellectual Property Rights"** means patents, trademarks, service marks, database rights, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, know-how, trade or business names, domain names and other similar rights or obligations whether registrable or not and in any territory or jurisdiction (including but not limited to the United Kingdom).

**"Minimum Term"** for SEO and social media Services means 12 months from the date of commencement of the relevant Service, and for all other Ongoing Services means 1 month from the date of commencement of the relevant Service.

**"Ongoing Services"** means Hosting, SEO, PPC, social media Services, call tracking or any other services of an ongoing nature offered by Creare which impose a recurring charge to the Customer.

**"Order"** means a request in respect of any Services made by the Customer to Creare.

**"PPC"** means Pay Per Click.

**"Rough Cut"** means the first edit of the Video delivered to the Customer for its consideration and/or approval.

**"SEO"** means Search Engine Optimisation services being the means or process of affecting the visibility of a website or a web page in a search engine's search results.

**"Server"** means Creare's web server or a web server belonging to Creare's nominated sub-contractor.

**"Services"** means the services which are the subject matter of the Contract, being the work and/or services or any of them to be performed by Creare for the Customer pursuant to the Order.

**"Social Media Channels"** means any and/or all forms of social media forum, to include, but not limited to Twitter, Facebook, Google+, You Tube and Pinterest used in connection with the social media Services provided to the Customer pursuant to this Contract.

**"Specification"** means the specification for the Website agreed between Creare and the Customer and set out, or referred to in the Order, or otherwise stated, varied and agreed in writing by Creare.

**"User Generated Content"** means any information in any form (including visual and textual) published or otherwise made available (directly or indirectly) on the Website by any person, company, firm or body (excluding Creare) accessing the Website via the internet or by any other means.

**"URL"** means a uniform resource locator.

**"Video"** means the audio and/or visual recording created by Creare pursuant to this Contract.

**"Website"** means the website (being a combination of files and data sources) designed, developed, hosted, and/or optimised by Creare for the Customer.

**"Website Design Services"** means all work in connection with the planning, design, development and maintenance of a website, to include but not limited to, initial prototype layouts, graphic design, wireframe concepts, HTML & CSS markup, JavaScript authoring, PHP & MySQL programming and adherence to our internal quality, usability and search engine guidelines.

## 1 GENERAL

1.1 Quotations submitted by Creare shall remain open for acceptance by the Customer for a period of 14 days from the date of the quotation, unless the quotation specifies some other period, or the quotation is withdrawn by Creare.

1.2 This Contract will only become binding upon acceptance by Creare of the Order by signing or counter signing and dating the Order, or the issue by Creare of an order acknowledgement.

1.3 This Contract is subject to these conditions. Creare reserves the right to vary the terms of this Contract from time to time, and the Customer hereby agrees to be bound by such variations. Notice of such variation and/or a current version of the terms and conditions may be found on Creare's Website.

1.4 These conditions shall, to the extent applicable, apply to goods and products in the same way as they apply to the Services.

1.5 If the Customer is a limited company, the Services are provided upon the condition that the officers of the limited company are personally liable for, and hereby guarantee all sums payable by the Customer to Creare pursuant to this Contract. If the Customer fails to make payment of any sums due to Creare within 7 days of a written demand from Creare (such demand not to be made sooner than the Due Date), then the officers of the limited company hereby agree to make payment on behalf of the Customer.

## 2 PRICES

2.1 The price for the Services shall, subject to clause 1.1 above, be that stated in any relevant quotation and/or confirmed in an Order.

2.2 Creare shall (if applicable) add to the price of the Services, and the Customer shall pay, an amount equal to any VAT and any other tax or duty applicable from time to time to the sale or supply of such Services.

2.3 In relation to Ongoing Services:-

2.3.1 Creare shall be entitled to increase its prices at least once in any rolling 12 month period; and in any event, the price of the Ongoing Services shall increase automatically on the anniversary of this Contract by the CPI. Creare may impose any such increased charges at any time after the anniversary date of the Contract.

2.3.2 Creare shall notify the Customer of any price increases made pursuant to clause 2.3.1 in writing at least 7 days before any such price increase takes effect. For the avoidance of doubt, the issue of an invoice setting out the increased charges shall constitute notice pursuant to this clause.

2.3.3 The Customer may be charged on a pro rata basis for the number of days the Customer receives the benefit of any Ongoing Services where such Services are provided for less than a calendar month.

## 3 TERMS OF PAYMENT

3.1 Prices quoted are net and in Pounds Sterling.

3.2 In respect of SEO, PPC and social media Services the Customer may be required to pay a non-refundable set up fee at the time of submission of an Order.

3.3 The Customer shall, at the time of submission of an Order to Creare, pay to Creare a non-refundable sum equivalent to 100% of the amount to be paid on a recurring basis attributable to each of the Ongoing Services ordered. For the avoidance of doubt, such charges may be levied on a monthly, quarterly or annual basis. Thereafter, charges for Ongoing Services will be invoiced to the Customer on a regular recurring basis in advance.

3.4 For Website creation and Video Services the Customer shall pay Creare a non-refundable deposit of 35% of the value of the Order at the time of submission of the Order. The balance of the Order shall be invoiced in monthly instalments as set out below unless or until the Final Website and/or Final Cut is delivered to the Customer, when any outstanding balance shall then be invoiced in full:

3.4.1 a 'second instalment' of 30% of the value of the Order in the calendar month following payment of the deposit; and

3.4.2 a 'third instalment' of 25% of the value of the Order in the calendar month following the second instalment; and

3.4.3 a 'fourth instalment', being the outstanding balance of the value of the Order in the calendar month following the third instalment.

3.5 For the avoidance of doubt, where a Video is ordered in conjunction with any website design services and the Final Website is delivered on a date later than the Final Cut, the balance payment of such Orders shall (subject to the instalments referred to at 3.4 above) be payable upon delivery of the Final Website.

3.6 Unless otherwise specified by Creare and without prejudice to the remainder of this clause 3, the Customer must pay any invoice issued to it by Creare by the Due Date in accordance with clause 3.8 below.

3.7 Failure to make payment by the Due Date, or otherwise in accordance with this clause 3 may result in the immediate suspension and/or disconnection of any of the Services (at Creare's discretion) without any liability to Creare. The Customer must make payments due to Creare by any one or more of the following means:

3.8.1 debit or credit card;

3.8.2 Direct Debit, telegraphic or electronic transfer direct to Creare's nominated bank account, as follows:-

Account Name: Creare Communications Limited

Bank Name: Lloyds Bank Plc

Account Number: 00459902

Sort Code: 30-97-17

3.8.3 bankers draft made payable to Creare; or

3.8.4 cheque (supported by an appropriate cheque guarantee card) made payable to Creare;

and in each case payment shall be in Pounds Sterling, without setoff or deduction.

3.9 In the event that the Customer pays by any method other than Direct Debit, Creare reserves the right to charge an administration fee of £5 per month. If the Customer fails to pay an invoice by the Due Date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount for the period from the day after the Due Date until the date of receipt (whether before or after judgment) together with any reasonable and proper amounts incurred by Creare in seeking to recover such late payment from the Customer (including, without limitation, legal fees).

## 4 SEARCH ENGINE OPTIMISATION SERVICES

4.1 Where specified in the Order, Creare shall provide SEO Services. In order for Creare to provide SEO Services to the Customer, the Customer hereby agrees to provide the following:-

4.1.1 administrative or back-end access to the Website;

4.1.2 permission for Creare to make changes to the Website in pursuance of the SEO Services; and

4.1.3 access to any existing traffic statistics for the Website for analysis and reporting purposes.

4.2 The Customer acknowledges and accepts that Creare's ability to provide the SEO Services in whole or in part, may be restricted by the Customer's failure to comply with any part of clause 4.1 above. In the event of any breach of clause 4.1 above, the Customer shall be prohibited from disputing the reasonableness or otherwise of the SEO Services provided following such breach, and shall in any event remain liable for Creare's SEO charges in full for the duration of the Contract.

4.3 Creare shall use its reasonable endeavours to improve the ranking of the Website in the search engine known as Google; however, as it is solely at the discretion of Google as to how it lists websites, Creare does not in any way guarantee the results of its endeavours. For the avoidance of doubt, the Customer accepts that Creare cannot and does not guarantee any particular or specific position or ranking on any search engine, or the increase of any business/revenue to the Customer.

4.4 Creare shall have no liability to the Customer for any changes to the position of the Website in any Google results in response to a search. SEO Services may not be suspended by the Customer during the Contract term.

## 5 WEBSITE DESIGN

5.1 Where specified in the Order, Creare shall provide Website Design Services. Creare agrees to design, build and/or develop the relevant Website (or any part of it) in accordance with the Specification. In the event of a dispute arising as to whether the Website satisfies the Specification, Creare's decision shall be final and binding.

5.2 The Customer acknowledges that Creare's ability to provide Website Design Services is dependent upon the full and timely co-operation of the Customer. The Customer therefore agrees to provide to Creare in a timely and suitable manner and in a format required by Creare, such information as may be reasonably necessary to enable Creare to complete the Website in accordance with the Specification; and shall not supply any Customer Content/Data which constitutes Inappropriate Content, unsolicited advertising or promotional material, infringes the Intellectual Property Rights of a third party or is fraudulent.

5.3 Creare shall convert any Customer Content/Data into a display-ready format for the Website, to meet the Specification. If the Customer Content/Data is not in a suitable digital format, as agreed between Creare and the Customer, an additional charge will be made for its conversion by Creare.

## 6 RESPONSIBILITY FOR APPROVING WEBSITE

6.1 It shall be the responsibility of the Customer (and not Creare) to review and approve the contents of the Website (including, without limitation, the spelling

of names and addresses and the accuracy of telephone numbers) as soon as is reasonably possible. Creare shall have no liability to the Customer for any inaccuracies in the Website.

6.2 Upon delivery of the Draft Website to the Customer, the Customer shall be permitted an opportunity to submit a single List of Changes to Creare. Any additional or subsequent changes required to the Draft Website following the submission of the List of Changes by the Customer, or changes which depart from the Specification shall be charged to the Customer on a time cost basis. The Customer shall be deemed to have accepted the Final Website as having been satisfactorily completed if the Customer:-

6.3.1 uses any part of the Final Website to offer or provide any goods or services to a third party; or

6.3.2 uses the Website other than for test purposes.

6.4 The Customer shall not be entitled to the Website (or any part or version of it) unless or until it has paid all of Creare's charges in relation to the Web Design Services in full.

6.5 As the Customer's conduct may impact on Creare's ability to complete the Website, the Customer acknowledges and agrees that Creare shall be entitled to payment for the full value of the Order, irrespective of any work undertaken in the event that the Customer's acts or omissions prevent Creare from preparing or completing the Website and Creare has otherwise undertaken all of the work that it is reasonably required or able to undertake pursuant to this Contract.

## 7 HOSTING SERVICE

7.1 Where specified in the Order, Creare shall provide Hosting Services. The Customer shall be solely responsible for the accuracy, legality, currency and compliance of the Website and User Generated Content and will be solely liable for false, misleading, inaccurate, or infringing information contained or referred to therein.

7.2 The Customer acknowledges and accepts that Creare may be required by law to monitor the Website's content and traffic, and if necessary give evidence of the same together with the use of the logon ID to support or defend any dispute or actionable cause or matter which arises in relation to the same.

7.3 Creare does not warrant that Hosting Services or the Server will be continuously available at all possible times (24 x 7 x 365 days), but will use its reasonable endeavours to keep downtime to a minimum; and the Customer agrees that Creare shall have no liability to the Customer for any consequences in the event of any such downtime.

7.4 Creare may need to at times, temporarily suspend the Hosting Service for repair, maintenance or improvement and will give the Customer as much notice as is reasonably practicable in the circumstances before doing so. Creare will also restore the Hosting Service as soon as is reasonably practicable.

7.5 The Customer accepts the Hosting Services and Server "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, continuity of service, connectivity and fitness for a particular purpose.

7.6 The Customer is permitted 20GB of website storage and 20GB of traffic per calendar month. In the event that either of these limits are exceeded in any given month Creare reserves the right to transfer the Website to an alternative Server, and to increase its hosting charges accordingly. The Customer will be given 14 days' notice of any such proposed changes to its Hosting Services.

7.7 Where Website files are wholly inactive for a period of 90 days or more Creare reserves the right to delete those files (without any liability to the Customer whatsoever) unless all Hosting charges are fully paid.

7.8 Where either party gives notice to transfer any website files, domains, mailboxes or other files away from Creare, Creare shall charge a transfer fee, and reserves the right not to affect any such transfer unless or until any transfer fee and any other sums owing to Creare are paid in full.

7.9 Creare shall cease to host or in any way retain any website files, domains, mailboxes or other files or data on behalf of the Customer 30 days following the date upon which Creare delivers such files, domains, mailboxes and/or data to the Customer, irrespective of whether the Customer has procured and/or effected any alternative hosting solutions.

## 8 PAY PER CLICK

8.1 Where specified in the Order Creare shall provide PPC Services on the search engine known as Google. In order for Creare to provide PPC Services, the Customer hereby consents and agrees to:

8.1.1 provide Creare with access to a Google Analytics account, which shall be connected to a Google Adwords account in the Customer's name for the duration of the Contract;

8.1.2 the setup of a Google Adwords account by Creare in the Customer's name (if required), which shall be used by Creare solely in connection with any PPC Services provided to the Customer; and

8.1.3 Creare retaining ownership and/or control of any Google Adwords account set up by Creare on behalf of the Customer unless or until the Customer has paid its monthly charges pursuant to the Contract for a minimum of 4 consecutive months.

8.2 Subject to clause 8.1.3 above, any Google Adwords account linked to any PPC Services shall belong to the Customer.

8.3 Creare does not in any way guarantee the results or effects of its PPC Services. For the avoidance of doubt, the Customer accepts that Creare does not and cannot guarantee the number of occasions when an advert may be displayed by Google, the number of clicks a Customer's advert might receive, any specific position or ranking on any search engine, or the increase of any business/revenue to the Customer.

8.4 The Customer acknowledges and accepts that it is the Customer's responsibility to ensure that all monies due and owing to Google are paid directly to it, unless otherwise agreed in writing with Creare.

8.5 Creare shall take reasonable steps to ensure that it does not substantially exceed any PPC budget set by the Customer. However, Creare does not accept any liability for any charges made by Google in excess of any such monthly budget, save where such sum is exceeded by more than 100% of the Customer's budget in the immediately preceding month. In this event, any potential liability to Creare shall be limited to a sum equivalent to the Customer's average monthly budget for the PPC Services provided by Creare in the preceding 4 months.

## 9 SOCIAL MEDIA

9.1 Where specified in the Order Creare shall provide social media Services, which may include, but shall not be limited to content sharing, blogging and user engagement in connection with such Social Media Channels as may be agreed between the parties.

9.2 Creare shall provide the social media Services from time to time in accordance with any package or service level agreed with the Customer, upon condition that Creare shall not reactively respond to posts on any Social Media Channels outside of the hours 9am to 5pm GMT Monday to Friday (but excluding bank holidays).

9.3 Any time, budget or resource utilised in connection with the provision of any social media Services shall be allocated at Creare's sole discretion (which shall not be exercised unreasonably).

9.4 Creare warrants that it will not post any Inappropriate Content on the Website or via any Social Media Channels, and reserves the right to remove any content from the Website and Social Media Channels where it reasonably suspects such content to be Inappropriate Content.

9.5 Whilst Creare shall use its reasonable endeavors to check for Inappropriate Content, Creare shall not be responsible for any such content accessed or made available to others through the Website and/or Social Media Channels.

9.6 The parties must notify each other without undue delay of any complaints or claims arising from an allegation in connection with Inappropriate Content.

9.7 The Customer acknowledges and accepts that Creare has no control over the policies of any Social Media Channels which are used as part of any social media Services provided, or the type of content that any Social Media Channel may accept, now or in the future.

9.8	Creare shall not be responsible for profiles or content streams being dropped or excluded by any search engine or Social Media Channel for any reason.		parties to do so, and will hold harmless, protect and defend Creare and its sub-contractors from any claim or suit arising from the use of such material furnished by or on behalf of the Customer;		
9.9	Creare does not in any way guarantee the results or effects of its social media Services, to include but not limited to achievable levels of sales, business activity, profit, traffic volume, number of clicks, likes, follows or registrations.	16.1.2	it will not supply Creare with, or upload to the Website, post, email, or otherwise transmit (or allow to be transmitted) through the Website or via any Social Media Channels (or request that Creare carries out any such upload, posting, email or transmission on the Customer's behalf), any Customer Content/Data or User Generated Content that is: a) inappropriate Content; b) harmful to minors in any way; c) in breach of any third party right under any law or under a contractual or fiduciary relationship; d) an infringement of any Intellectual Property Rights; e) unsolicited or unauthorised advertising, promotional material, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; f) or contains software viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; g) intentionally or unintentionally a violation of any applicable law and/or regulation having the force of law.	20.9	Upon termination of this Contract (howsoever arising), without prejudice to its other rights and remedies Creare shall be entitled to receive at least, payment of:- 20.9.1 all sums which Creare remains contractually obligated to pay to any third parties associates with the Services provided pursuant to this Contract; and 20.9.2 all charges payable by the Customer pursuant to clause 3.4.
10	<b>OTHER SERVICES</b>			20.10	The terms of clauses 18 (Intellectual Property), clause 21 (Indemnity and Limitation of Liability) and clause 22 (Confidentiality) shall survive the termination (howsoever arising) of this Contract.
10.1	Creare is a reseller/partner for Domain Name registration, website hosting, PPC, mailboxes and other services for companies including, without limitation, Nu Blue, Fasthosts, 123 Reg and 1and1. Creare provides such services to the Customer subject to the terms and conditions of the relevant third party service providers and the Customer hereby confirms that it has considered any relevant terms and agrees to be bound by and comply with the same.			21	<b>INDEMNITY AND LIMITATION OF LIABILITY</b>
10.2	Creare reserves the right not to renew a Domain Name on behalf of a Customer unless all Hosting and renewal charges are paid in full in advance of such renewal.			21.1	Creare shall not be liable to the Customer for any changes, adjustments, loss or damage whatsoever or howsoever caused by the Customer or any third party (whether or not authorised by the Customer), accessing the backend of the Website. In the event that the Customer requires Creare to undertake work to rectify or restore a Website following changes or damage made or caused by the Customer or any third party (such work including, but not being limited to restoring back-ups or fixing functionality), the Customer hereby agrees to be liable for Creare's reasonable charges for such work.
10.3	Creare does not accept any liability to the Customer for any financial loss resulting or arising from:- 10.3.1 a Domain Name not being renewed; and/or 10.3.2 any registered mailbox or other such services not being available.			21.2	The Customer shall indemnify Creare against any loss, damage, cost or expense (including reasonable legal fees and expenses) Creare may suffer or incur as a result of: 21.2.1 any act, omission, neglect or default of the Customer, its agents, or employees; 21.2.2 any claim arising as a result of a breach of any of the warranties given by the Customer under this Contract; 21.2.3 work done in accordance with the Customer's instructions in connection with hosting the Website on the Server, including but not limited to framing or linking to third parties' websites;
10.4	As Creare uses third party service providers to provide hardware, software, networking, storage and related technology, the Customer acknowledges and agrees that the technical processing and transmission of any element of the Services provided, including Customer Content/Data, may be transferred unencrypted and involve transmissions over various networks and that changes may be necessary to conform and adapt to technical requirements of connecting networks or devices.	16.3	Creare warrants that: 16.3.1 it shall perform the Services with reasonable skill and care in accordance with the standards generally observed in the industry for similar services; and 16.3.2 it will comply with the Data Protection Act 1998.	21.3	Creare will not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Server, including connectivity to the internet, its use (including but in no way limited to any unlawful or unauthorised access or use by any third party, software, virus or otherwise), any application, support or otherwise, or any action or inaction attributable to Creare's sub-contractors and/or service providers, except to the extent which it is unlawful to exclude such liability.
10.5	Creare does not accept any liability for any loss or damage resulting from the Customer's use of any product, service, software, subscription or functionality provided by or via any third party.	16.3.2	It will comply with the Data Protection Act 1998.	21.4	Nothing in this Contract shall exclude or limit the liability of Creare for fraudulent misrepresentation or for any death or personal injury caused by Creare's negligence.
11	<b>E-COMMERCE WEB SERVICES</b>	17	<b>DATA PROTECTION</b>	21.6	The Customer acknowledges and agrees that Creare's total liability in respect of the warranty provided under clause 16.3 shall be limited to re-performance of the relevant Service(s) or parts thereof or a refund of any charges paid by the Customer to Creare in relation to the relevant Service(s) in dispute in the 12 months preceding any claim.
11.1	Creare may from time to time supply E-commerce related services via third parties, and the Customer hereby agrees to be bound by and comply with the terms and conditions of such third party suppliers.	17.1	The Customer acknowledges and agrees that any personal details, including its name, address, telephone number, email address and payment records may be processed by and/or on behalf of Creare in connection with and/or as a result of the provision of any Services provided by Creare.	21.7	Without prejudice to clause 21.3 above, the Customer acknowledges and agrees that Creare's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount paid by the Customer pursuant to the relevant Contract.
11.2	Creare does not accept any liability for any loss or damage resulting from the Customer's use of any E-commerce enabled website, service or functionality supplied by or via a third party supplier.	18	<b>INTELLECTUAL PROPERTY AND LICENCE</b>	21.8	Neither party shall be liable for any failure in the performance of any of its obligations under the Contract caused by factors beyond its reasonable control.
12	<b>VIDEO SERVICES</b>	18.1	All rights, title in and to the Intellectual Property Rights in the Customer Content/Data belonging to the Customer shall vest exclusively and unconditionally in the Customer.	22	<b>CONFIDENTIALITY</b>
12.1	Where specified in the Order, Creare shall provide the Services in accordance with the Briefing Document, and shall provide such other services as are agreed between the parties from time to time in connection with the Services. The Services include, but may not be limited to: 12.1.1 consulting with, and where agreed, the writing of any script for narration in the Video; 12.1.2 casting voice artists and presenters in consultation with the Customer; 12.1.3 selecting, gathering, holding and developing in consultation with the Customer material that is to be contributed to the Video by third parties; 12.1.4 making all necessary preparations for the filming and production of the Video including providing or engaging the crew, studio and other facilities and services necessary to render the Services; 12.1.5 obtaining any necessary licences to use background music; 12.1.6 creating and producing the Video; and 12.1.7 undertaking and overseeing all post-production titling, editing, scoring, dubbing, cutting and completion of the Video.	18.2	Subject to the remainder of this clause 18 and payment having been received in full by Creare for the relevant product or service, all rights, title and interest in and to the Website, Website design, Domain Name and/or Video shall, as applicable, vested exclusively in the Customer.	22.1	Each party agrees and undertakes that it will hold in complete confidence any Confidential Information disclosed to it, and will not disclose it in whole or in part at any time to any third party, nor use any Confidential Information for any purpose other than the performance of its obligations under the Contract. This provision shall survive the termination of the Contract for any reason for a period of 3 years commencing immediately on the date of such termination.
13	<b>CREATIVE PROCESS</b>	18.3	All rights, title and interest in and to the Intellectual Property Rights created, developed and subsisting or used by Creare in the Website including but not limited to software and coding (including bespoke coding), but excluding the Website design shall remain the sole property of Creare.	22.2	The obligations set out in this clause 22 shall not apply to any Confidential Information which: 22.2.1 at or prior to the time of disclosure was known to the receiving party as evidenced in writing, except to the extent that such information was unlawfully appropriated; 22.2.2 at or after the time of disclosure becomes generally available to the public other than through any act or omission on the part of the receiving party;
13.1	The Customer shall appoint one or more Customer Representatives who shall provide instructions and approval when required by Creare and shall co-operate generally throughout the provision of the Services and be available to provide hands-on assistance during filming.	18.4	Creare hereby grants to the Customer a non-exclusive, transferable, worldwide and perpetual licence to use the material comprising Creare's Intellectual Property Rights contained in the Website for the sole purpose of operating the Website.	22.2.3	is received from a third party who was free to make such disclosure without breaching any legal obligation;
13.2	Prior to recording any Video content the Customer shall approve the script to be used in the creation of the Video. In the event that the Customer refuses and/or fails to respond to any written request by Creare for approval of a script within 5 working days following such request, Creare may elect to terminate the Contract with immediate effect and without further liability to the Customer.	18.5	The Customer agrees that Creare may use the Customer's name and Intellectual Property Rights solely to the extent necessary for the purpose of providing the Services, such as by including them in or on a Video or Website, referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Services being provided, or otherwise pursuant to clause 18.6. The Customer warrants that no such use shall infringe the rights of any third party.	22.2.4	is independently developed by the receiving party; or
13.3	Creare does not accept any responsibility for any errors or omissions in any script once it has been approved by the Customer.	18.6	The Customer hereby authorises Creare to reproduce, use, disclose, display, exhibit, transmit, perform and create derivatives works from the Website and/or Video and distribute such material (or any part of it), unless specifically agreed otherwise. For the avoidance of doubt, Creare shall have the non-exclusive right to use the Website and/or Video for its own promotional use internal, customer and prospective customer presentations, showreels and on Creare's nominated website(s).	22.2.5	is required to be disclosed by law, court order or request by any government or regulatory authority.
13.4	Following completion of filming or recording Creare shall provide the Customer with a Rough Cut. If the Customer requires any changes to be made to the Rough Cut, Creare shall make all reasonable changes in consultation with the Customer within 14 days of any request for such changes, and subject to clause 13.6 below.	18.7	Creare shall be free to use any ideas, concepts, know how or techniques acquired in the construction of the Website or Video for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and any other items incorporating such information unless specifically agreed otherwise.	23	<b>FORCE MAJEURE</b>
13.5	If the Customer does not request any changes to the Rough Cut within 7 working days of delivery of the Rough Cut, the Rough Cut shall be deemed accepted by the Customer as the Final Cut.	18.8	Subject to Creare duly rendering the Services and not being in breach of any of its material obligations under this Contract, the Customer authorises Creare to insert, or have an appropriate third party insert credit as the producer of the Video on the end credits of the Video, with its name and web address printed on all hard copies of the Video and included alongside all online versions of the Video. Provided that the Customer has notified all third parties of its credit obligation to Creare under this Contract, no inadvertent failure by the Customer or by any such third party to accord Creare such credit as a result of a breach of this Contract by the Customer, provided further that it uses its reasonable efforts to remedy such failure where practicable.	23.1	Creare shall not be liable for failure to perform the Services if such failure is as a result of any act beyond its reasonable control including, without limitation, fire, flood, earthquake, storm, hurricane or other natural disaster, war, civil unrest, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
13.6	The Customer shall be liable for all of Creare's reasonable charges (in addition to those stated in the Order) arising from or in relation to:- 13.6.1 any amendments required by the Customer to a script which exceed 1 hours' worth of Creare's time; 13.6.2 any amendments required by the Customer to the Rough Cut which exceed 2 hours' worth of Creare's time; 13.6.3 any work requested or required as a result of any deviation by the Customer from the Briefing Document or otherwise which results in additional work being carried out, including but not limited to changes arising from or in connection with:- a) inaccurate or misleading information supplied by the Customer; or b) the Customer's failure to obtain any necessary consents from any third parties or employees.	18.9	Subject to this clause 18, all rights, title and interest in and to any pre-existing Intellectual Property Rights owned, created, developed, subsisting or used by Creare in or in connection with the provision of the Services shall remain the sole property of Creare.	24	<b>ASSIGNMENT AND SUBCONTRACTING</b>
13.7	Any additional charges incurred pursuant to clause 13.6 or otherwise must be paid by the Due Date.	18.10	If Creare makes any subscriptions services available to the Customer during the course of this Contract, the Customer shall only acquire a non-exclusive, personal, non-transferable license to use or receive the benefit of such subscription services/materials until this Contract is terminated.	24.1	None of the rights or obligations of the Customer under the Contract may be assigned or transferred in whole or in part without the prior written consent of Creare.
13.8	Subject to payment in full of all sums due to Creare in connection with the Video and this Contract, Creare shall provide a copy of the approved Video to the Customer via a You-Tube link, internet file transfer service or by a single master copy on CD. Any further hard copies of the Video or raw files in connection with the Video shall be subject to further charge.	19	<b>CANCELLATION OF SHOOT/RECORDING</b>	24.2	Creare shall be entitled to sub-contract any work relating to the Contract without obtaining the consent of, or giving notice to the Customer.
14	<b>OBLIGATIONS</b>	19.1	The date for filming or recording the Video shall be agreed in advance with the Customer. Where the date is cancelled by the Customer or the cancellation is otherwise caused as a result of the Customer's actions, the following cancellation charges may apply:- 19.1.1 cancellation more than 14 days before the shoot or recording - £100 plus VAT; or 19.1.2 cancellation less than 14 days before the shoot or recording - 100% of Creare's daily shoot rate plus VAT, together with all costs and expenses suffered or incurred in connection with the cancellation.	24.3	Creare shall be free to assign its rights in the Contract to any third party without giving prior notice to the Customer.
14.1	Creare agrees that it shall: 14.1.1 perform the Services in willing co-operation with the Customer via the Customer Representative(s) and where requested by the Customer, its other professional advisors and service providers such as the Customer's PR or advertising agency; and 14.1.2 be responsible for arranging and supervising the performance of the Services and delivery of the Video.	20	<b>TERMINATION</b>	25	<b>NOTICES</b>
14.2	The Customer agrees that it shall: 14.2.1 where appropriate, provide Creare with reasonable access to its premises at no expense to Creare inclusive of the cost of space, heat, light, power, as may be necessary for the purpose of providing the Services; and 14.2.2 inform all employees, agents and guests at its premises of the proposed filming and obtain relevant release forms duly signed by all such persons; and 14.2.3 where necessary and agreed give Creare access to the Customer's personnel and instruct such personnel to assist and support Creare wherever possible to comply with Creare's reasonable requests in making the Video, and in particular to provide such information as Creare may request; and 14.2.4 provide access to any relevant digital information, company graphics and its website for use in the Video.	20.1	Unless otherwise agreed in writing with Creare, the Customer acknowledges and agrees that the duration of the Contract insofar as it relates to any Ongoing Services will be for the Minimum Term, and in any event, subject thereafter to the notice provisions in this clause 20.	25.1	Termination notices must be sent to cancellations@creare.co.uk.
15	<b>DELIVERY AND COMPLETION DATES</b>	20.2	Following expiry of any applicable Minimum Term either party may terminate the Contract by giving 1 month's written notice.	25.2	Any other notices must be sent in writing via first class post to Creare at Boughton Leigh House, Brownsor Road, Rugby CV21 1HL.
15.1	Unless specified on the Order, the dates and timeframes for carrying out the Services are approximate only. The Customer hereby acknowledges and agrees that time is not of the essence for delivery or performance.	20.3	Either party may terminate the Contract immediately by written notice if the other party is in material breach of the Contract and fails to remedy the breach within 30 days of written notice, requiring it to do so.	25.3	Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by electronic mail, at the time of sending.
15.2	Without prejudice to clause 21, Creare will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform.	20.4	Either party may terminate the Contract immediately and without notice if: 20.4.1 the other enters into a composition with its creditors; 20.4.2 an order is made for the winding up of the other; 20.4.3 an effective resolution is passed for the winding up of the other (other than for the purpose of amalgamation or reconstruction on terms approved by the first party (such approval not to be unreasonably withheld)); or 20.4.4 the other has a receiver, manager, administrative receiver or administrator appointed in respect of it.	26	<b>INVALIDITY</b>
15.3	No delay shall entitle the Customer to reject any delivery or performance or any other Order from the Customer, or to repudiate the Contract or the Order.	20.5	Creare shall be entitled to terminate the Contract immediately upon service of written notice to the Customer if: 20.5.1 any invoice remains outstanding for more than 14 days; or 20.5.2 the Customer fails to co-operate and/or provide Creare with clear instructions, or information requested by Creare for more than 30 days; or 20.5.3 the Customer fails or refuses to respond to Creare's request for script approval (as referred to at clause 13.2); or 20.5.4 Creare considers (at its sole discretion) it reasonable to do so.	26.1	If any provision (or part of a provision) of this Contract is found by any court or administrative body of a competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
16	<b>WARRANTIES</b>	20.6	Termination of the Contract shall be without prejudice to any other rights or remedies of either party.	27	<b>ENTIRE AGREEMENT</b>
16.1	The Customer warrants that: 16.1.1 it has the right to, and permits Creare to include any element of the Customer Content/Data on or in any Website, Video and/or Social Media Channels, or has obtained the necessary rights from third	20.7	Upon termination of this Contract for any reason, the Customer shall grant Creare immediate access to the Website (whether hosted by Creare or otherwise), and/or provide any/all such information necessary to facilitate such access for the purpose of disabling any links and/or removing any other SEO software or services which are the subject of paid subscriptions. If the Customer fails to provide immediate access to the Website pursuant to clause 20.7 above the Customer shall indemnify Creare for any associated subscription charges suffered by Creare.	27.1	The Customer acknowledges that it has not been induced to enter into the Contract by any representation or warranty other than those contained within this Contract, and having negotiated freely, agrees that it shall have no remedies in respect of any representation or warranty that is not set out in this Contract, except in the case of fraud.
		20.8		28	<b>LAW AND JURISDICTION</b>
				28.1	A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
				29	<b>LAW AND JURISDICTION</b>
				29.1	The Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.