

## **TERMS AND CONDITIONS**

- 1.** These Terms of Business replace all terms and conditions and documentation previously published by Periscope Studios Ltd.
- 2.** Periscope Studios Ltd undertakes 2D and 3D animation, character design, architectural and product visualisation, photo-real rendering, illustration, and a variety of graphic design work ranging from corporate identities and brochures to displays and packaging; all hereafter referred to as assignments. When the Client confirms an assignment, either verbally or in writing it is deemed to have accepted these Terms of Business.
- 3.** Periscope Studios Ltd charges fees for assignments which become payable after the Client has accepted delivery of the assignment. Assignments which exceed £10,000 or which are estimated to take over one month to complete may require part payment or payments in advance of completion/delivery.
- 4.** If the Client terminates or suspends an assignment which it has been previously confirmed, the Client becomes liable for fees and expenses incurred up to and including the date of cancellation.
- 5.** If the Client does not approve or amend a submitted assignment, completed or in part, within a reasonable period, Periscope Studios Ltd reserves the right to invoice for fees and expenses incurred.
- 6.** All invoices for fees and charges are payable within thirty days of their date of invoice. VAT is payable on all fees, charges and costs at the prevailing rate.
- 7.** Extra charges could be incurred if the employees of Periscope Studios Ltd are required to work unsociable hours (i.e. weekends and/or after 5pm on weekdays) to complete an assignment. Such charges will be agreed in advance and documented.
- 8.** If the Client or any employee of the client or any subsidiary or associated company or individual of the Client alters the original assignment specification; Periscope Studios Ltd reserves the right to adjust the fee accordingly. Any deviations from the original assignment specification, deemed by Periscope Studios Ltd to have cost implications, will be agreed in advance and documented.
- 9.** All information provided by the Client either verbally or in writing is accepted by Periscope Studios Ltd in good faith. Reasonable measures are taken to ensure the accuracy of such information but Periscope Studios Ltd can accept no liability whatsoever for any loss or damage resulting from it.
- 10.** The Client accepts full responsibility for all copyright clearance, where necessary, unless otherwise stated in writing by a partner of Periscope Studios Ltd.

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- 11.** Periscope Studios Ltd undertakes to respect the confidential nature of all information supplied by the Client.
- 12.** The Client undertakes to notify Periscope Studios Ltd without delay of any circumstances which may materially affect an assignment - any costs associated with such a delay will be charged to the Client.
- 13.** Periscope Studios Ltd reserves the right to restrict assignments when there is a conflict of interest. Any such conflict will be highlighted at the project proposal stage of an assignment, if possible.
- 14.** The I.P. (Intellectual Property) for each assignment remains with Periscope Studios Ltd until the Client has paid all relevant fees and charges in full to Periscope Studios Ltd. All source files remain the property of Periscope Studios Ltd and can be repurposed for other assignments taking care not to infringe copyright. Source files can be purchased at a cost of 20% of the total billable assignment cost.
- 15.** Periscope Studios Ltd's portfolio, whether in digital or printed format, can include any assignments undertaken by Periscope Studios Ltd, whether the assignment is carried out directly for the Client, or indirectly through an agency.
- 16.** The Client undertakes to respect the confidential nature of all information about an assignment given to it by Periscope Studios Ltd.
- 17.** The provision of any service by Periscope Studios Ltd, other than that of an assignment, shall not affect the liability of the Client to pay such fees and charges as shall have been incurred under these Terms of Business.
- 18.** Periscope Studios Ltd will accept no liability whatsoever for any loss, damage or expense suffered or incurred by the Client, its staff or property arising from any action or inaction of Periscope Studios Ltd or its employees or subcontractors.
- 19.** Periscope Studios Ltd reserves the right to change these terms and conditions without prior notice.

This website is owned and operated by Periscope Studios Ltd, 5 Dale Lane, Delph, Oldham, Lancashire, OL3 5HY.



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