



X LDN
Brickfields, Suite 115,
37 Cremer Street,
London, E2 8HD
www.x-ldn.com

TERMS & CONDITIONS

1.1 > In these terms,

'Client' refers to the individual, firm, organisation or other entity who has instructed X LDN

'X LDN' refers to the company :-

X LDN LIMITED,

Registered Address: Blinkhorns Ltd 27 Mortimer St, Fitzrovia London,

Company registration number 13042534

VAT number: 364287083

'Agreement' refers to the Estimate, these Terms and any Contract for Services also refers to any ensuing agreement for the arrangement of Services entered into among X LDN and the Client in according to these Terms.

'Estimate' refers to an estimate presented by X LDN in respect of Services to be provided to the Client

'Client Materials' refers to any digital assets, items and materials in whatever structure (counting all Intellectual Property Rights in the equivalent) given or made accessible by the Client to X LDN for use regarding the Agreement, and including any visual imagery held in any media.

'Private Information' refers to any data as X LDN may now and again give to the Client (in whatever structure including orally, electronic, physical or visual structure) identifying with the Agreement and the Works, and all proprietary innovations, strategic, logical, factual, monetary, business or specialised data of any sort shared by X LDN to the Client during or after the agreement or works including any reproductions, duplicates, copies or notes in any structure at all.

'Intellectual Property Rights' refers to copyright (including computer software rights)

'Services' refers to the services to be provided by X LDN to the Client compliant with the Agreement, and incorporates the Works (as characterised underneath) emerging out of the Services. .

'VAT' refers to Value added tax act 1994 and current UK legislation

'Works' refers to the items and materials made, created and delivered by X LDN for the Client in according to the Agreement .

'Terms' refers to these terms and conditions of business.

THE AGREEMENT

- 2.1 The Services will be completed as per these Terms, any Estimate and any resulting Contract for Services to the prohibition of some other terms and conditions the Client looks to force whether orally or recorded as a hard copy, except if agreed in writing by all parties.
- 2.2 Upon request of Services from X LDN, the Client will be considered to have acknowledged these Terms and these Terms will be authoritative as between the Client and X LDN, despite the nonappearance of any formal affirmation.
- 2.3 Estimates are given as guidelines only and are valid for 30 days from issue date.
- 2.4 All work will be carried out in SDR in REC709 unless stated on the estimate otherwise.
- 2.5 Rates agreed in the estimate refer to a standard 8 hour day, within 9.30am-6.30pm period unless otherwise agreed.
- 2.6 Any work carried out by X LDN that exceeds the agreed estimate will be charged hourly at rate card which can be found here www.x-ldn.com/rates
- 2.7 Overtime is charged at a 1.5x hourly rate card.
Anything beyond 12am will be charged at 2 x hourly rate card
- 2.8 Weekends carry a minimum booking of 4 hrs and will be charged at 2 x hourly rate card.
- 2.9 The Estimate assumes the client will be supplying all rushes data on either a hard drive or a remote FTP link unless agreed otherwise.
- 2.10 If LUT creation services have been included as part of a package deal and for reasons outside of X-LDNs control the final services are no longer completed with X-LDN as per the agreement. X-LDN hereby reserves the right to charge for the time used to create the LUTs charged hourly at rate card plus an additional £2000 +VAT if the created LUT is used on the project.

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PAYMENT TERMS

- 3.1 X LDN will invoice the Client at the costs quoted in regard to Services to be provided at the occasion set out in the pertinent Estimate.
- 3.2 X LDN will be entitled to make any adjustments necessary to the quoted price in the event additional costs are incurred or are expected to be incurred, Such costs will be chargeable in the event of:-
 - 3.2.1 The Client Materials (or any part thereof) upon delivery to X LDN, not meeting satisfactory quality. In the way of defective drives or any unsuitable format differing from what has been agreed.
 - 3.2.2 any data provided by the Client or any 3rd party regarding the Agreement and the Services being incorrect, inadequate or misleading, or neglecting to give X LDN a full and precise brief of the work in question and additional time and assets required.
 - 3.2.3 changes to the brief / Scope of works by the Client or any 3rd Party in its prerequisites for the Services or Works
 - 3.2.4 exceptional conditions outside the control of X LDN
- 3.3 Subject to provision 3.4 except if in any case agreed by X LDN recorded as a hard copy, all Invoices delivered by X LDN are payable within 30 days of the Invoice date.
- 3.4 X LDN explicitly saves the right to require payment in instalments during the timeframe of the Agreement or to require payment of all sums prior to X LDN delivery of work materials.
- 3.5 The Client will cover all sums inferable from X LDN and will not exercise any privileges of set off or counterclaim against invoices submitted.
- 3.6 All Payments will be made only in the currency in which they are invoiced and will not be subject to any exchange fee deductions or banking charges or any deductions at all unless recorded as a hard copy by all parties.
- 3.7 In the occasion of default payment by the Client under the Agreement, X LDN will be entitled, without bias, to suspend any further Services without notice and to charge revenue on any sum

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outstanding at 8% interest over the Bank of England base rate from the due date of invoice to the payment date of invoice. A fixed recovery debt fee will be billed accordingly as set out by the Late Payment Legislation.

- 3.8 All costs exclude VAT, which will be charged at the taxable rate for the specific region, unless the Client is VAT exempt. The Client shall pay all relevant taxes according to UK law. The Client shall pay such additional amount as will ensure that X LDN receives, free and clear of any tax or other deduction, the full amount as stated in the Invoice. If VAT exempt, The Client shall indemnify X LDN against all costs, claims, expenses (including reasonable legal expenses) and/or proceedings arising out of or in connection with such payments. The Client and X LDN shall cooperate in good faith to respond to any tax query and make available any documents required by any Tax authorities. The Client will agree to pay X LDN any costs resulting from debt recovery or tax evasion

EXECUTION AND DELIVERY

- 4.1 X LDN will endeavour to execute and deliver to the schedule as set out in the Agreement, however the time to deliver Services or Works shall in every case be dependent upon prompt receipt of all necessary information, materials (including Client Materials), final brief and/or approvals from the Client. The Client acknowledges and agrees that any changes to its requirements and/or the occurrence of any of the circumstances in clause 3.2 may result in a delay to the execution and/or delivery, for which X LDN shall not be liable.
- 4.2 Where the Works are to be delivered electronically, the Client acknowledges and agrees that:
- 4.2.1 electronic delivery is not a secure mode of correspondence and that an unapproved outsider may capture, alter or erase the Works without X LDN knowledge. Electronic delivery may include dependence on outsider suppliers and information transporters, over which X LDN has no control.
- 4.3 X LDN will not be liable to the Client or any outsider for the following:
- 4.3.1 any delay in delivery or any non-receipt of Works conveyed electronically;
- 4.3.3 any loss or damage (including loss of data) that outcomes from any individual acquiring unapproved admittance to any Works delivered electronically;

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4.3.4 use or disclosure of any information acquired by any outsider because of that outsider acquiring unapproved admittance to any Works conveyed electronically

4.3.5 any loss or damage resulting from any glitch or malfunction from the introduction of any virus or electronic hack to any hardware/software used in the execution or delivery of the works electronically.

CLIENT APPROVAL

5.1 It is the client's responsibility to attend the final QC/review and sign off the completed project prior to delivery. If the client is unable to attend final viewing the client shall be deemed to have accepted the work carried out in all respects. There is no right to reject on the basis of subjective style composition or last minute change of brief.

5.2 Any elements supplied to X LDN that lead to a QC failure or fail to meet any other requirement of the relevant broadcaster of the programme. Will be the responsibility of the client. The client will bear all future costs rising from any amendments outside of the estimated time.

INTELLECTUAL PROPERTY

6.1 The Client acknowledges that X LDN owns, and shall retain ownership of, X LDN Intellectual Property, and X LDN shall not at any time be required to deliver to the Client any of X LDN Intellectual Property in any form.

6.2 X LDN reserves the right to archive any elements used in the execution and delivery of any services or works.

CANCELLATION AND VARIATION

7.1 X LDN operates a pencil booking policy. Pencils will be held until another client seeks the requested time slot. In this instance the option to challenge to confirm or release will be offered to the 1st pencil Client.

7.2 Bookings must be confirmed at the latest 3 days prior to the date for the execution of the relevant services as set out in the Agreement.

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- 7.2.1 Confirmed cancellations made less than 24 hours prior to the date for execution or the commencement of execution of the relevant Services (the "Target Date"), X LDN shall be entitled to charge the Client the full price specified in the Estimate or the relevant Contract for Services or, if none is stated, the applicable amount chargeable to the Client based on X LDN rate card current at the Target Date
- 7.2.2 Confirmed cancellations made more than 24 hours prior to the applicable Target Date, X LDN shall be entitled to charge the Client one half of the full price specified in the Estimate or the relevant Contract for Services or, if none is stated, one half of the applicable amount that chargeable to the Client based on X LDN rate card current at the Target Date,
- 7.2.3 in each case reflecting the fact that X LDN is unlikely to be able to reallocate the allocated time reserved for services within the specified timeframes.
- 7.3 X LDN reserves the right to cancel this Agreement (and any Services to be provided under it) at any time on written notice to the Client. Cancellation under this clause shall be without prejudice to any other rights or remedies available to X LDN (including the right of X LDN to recover payment from the Client for any Services provided).
- 7.4 Although X LDN will make best efforts to find another available time, X LDN accepts no responsibility for accommodating further bookings in the event of a cancellation.

LIABILITY AND INDEMNITY

- 8.1 Nothing in this Arrangement will reject or in any capacity limit either party's obligation for misrepresentation, or for death or individual injury brought about by its carelessness, or some other risk to the degree such risk can't be avoided or restricted as an issue of law.
- 8.2 Subject to condition 8.1 and without bias to some other arrangement of these Terms, the Client concurs that:
- 8.2.1 the Agreement states the full degree of X LDN commitments and liabilities in regard of the Works and execution of the Services;
- 8.2.2 under no conditions will X LDN be subject for any indirect, special or consequential loss or damage at all, or for any deficiency of business benefits, business interference, consumption

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of altruism, loss of utilisation or debasement of information or programming, regardless of whether on an immediate or aberrant premise;

- 8.2.3 X LDN whole risk for any immediate misfortune endured by the Client under or regarding the Agreement, regardless of whether in contract, misdeed (counting carelessness), penetrate of legal obligation or something else, will (subject to condition 4.4 above and proviso 9.1 underneath) be restricted to the genuine charges paid by the Client as per the Agreement;
- 8.2.4 Clause 8.2 is reasonable and essential in the conditions and, having respect to that reality, doesn't produce results cruelly or nonsensically against the Client.
- 8.3 The Client will indemnify and hold innocuous X LDN from and against all cases, claims or proceedings and all misfortune and harm of any sort, costs, proceedings, damages and costs (counting legitimate and other expert charges and costs) granted against, or brought about or paid by, X LDN because of or regarding:
- 8.3.1 any disparaging or slanderous issue or any encroachment or asserted encroachment of an outsider's Licensed innovation Rights or different rights emerging out of the stock or utilisation of the Client Materials according to the Works or potentially throughout the course of the Services
- 8.3.2 any harm to property brought about by X LDN over the span of completing the Services because of any act of omission or exclusion of the Client (counting its officials, representatives, specialists and agents);
- 8.3.3 any breach by the Client, including its officials, representatives, consultants and specialists of any of these Terms or the provisions of any Contract for services
- 8.4 Clause 8.3 above will apply whether the Client, or its officials, workers, specialists or against, have been careless or otherwise
- 8.5 Any proposals or recommendations by X LDN identifying with the utilisation of the Works are given in compliance with common decency yet it is for the Client to fulfil itself of the appropriateness of the Works for its own specific reason. Likewise, except if in any case explicitly concurred recorded as a hard copy, X LDN gives no guarantee with respect to the relevance of the Works for a specific reason, despite the fact that reason might be determined

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in the Estimate, and any suggested guarantee or condition (legal or otherwise) with that impact is prohibited.

STORAGE / ARCHIVE CLIENT MATERIALS

- 9.1 Data storage will be clearly marked in the quote. Any additional data storage required will be charged at the rate displayed in the quote. If the client anticipates large storage requirements then X LDN may request that the client provide their own storage device.
- 9.2 X LDN shall be under no liability whatsoever in respect of any loss or damage to or destruction of the Client Materials (whether such Client Materials are in the possession of X LDN or otherwise) and it is the Client's responsibility to ensure that it has appropriate back-up copies of all Client Materials.
- 9.3 In accordance with clause 8 above, the Client shall insure all Client Materials to their full value against all risks.
- 9.4 The Client shall provide details to X LDN for the return of all Client Materials supplied within two months from the date of confirmation of an Estimate or Contract for Services, as applicable. If the Client does not provide X LDN with details for the return of the Client Materials, 6 months after the completion of the Agreement X LDN reserves the right to dispose of Client Materials.

SOCIAL AND MARKETING

- 10.1 X LDN may publicise, advertise and market the Works on its website(s), social media site(s), interviews, in pitches to third parties, in connection with any appropriate industry awards, or in any other manner, as X LDN may in its sole discretion decide, without the prior written consent of the Client.
- 10.2 The Client hereby grants to X LDN a perpetual and royalty-free licence to use the Works throughout the world for the purposes of clause 9.1 above and in order for X LDN to promote its business by whatever means it sees fit.

DATA PROTECTION



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- 11.1 The Client acknowledges that in the course of its dealings with X LDN, X LDN may acquire personal data which relates to the Client and/or any of its employees, freelancers or agents and the Client hereby consents to X LDN, in accordance with its authorisation and the Act, collecting, storing, processing and transferring to third parties such personal data. The Client further consents to the sale or transfer by X LDN of such personal data in connection with an assignment or transfer of any of its assets and its disclosure in compliance with any rule of law or order of competent authority.
- 11.2 The Client's consents pursuant to this clause 13 are given by it for itself and on behalf of its employees, freelancers and agents (if any) and the Customer hereby warrants to X LDN that it has the authority to give such consent on behalf of those persons.