



TERMS & CONDITIONS - HOPPER VIDEO LIMITED - 2018



1. Definitions

1.1 Unless inconsistent with the context, in these Terms and Conditions: 'HOPPER VIDEO' - means HOPPER VIDEO LIMITED

'The Customer' - means the person, firm or company using the services of HOPPER VIDEO.

'The Schedule' - means the document provided by HOPPER VIDEO prior to a booking being made, this document will detail the process and key dates.

'Milestone' - means each key stage of the Schedule. The Customer's responsibilities for signing off each Milestone will be detailed in the Schedule.

'Customer Deliverables' - means any file requested by HOPPER VIDEO in the Schedule, that The Customer agrees to supply by a specific date.

'The Facilities' - means the equipment, personnel, creative and production facilities and services which HOPPER VIDEO is providing to The Customer in accordance with these Terms and Conditions.

'Booking' - means the Booking period for which HOPPER VIDEO has agreed to provide The Facilities to The Customer.

'The Due Date' - means the date that payment for an invoice from HOPPER VIDEO is due to have cleared into HOPPER VIDEO's bank account, this is always shown on HOPPER VIDEO's invoices.

2. Rates, charges and fees

2.1 Any rates quoted by HOPPER VIDEO do not include Value Added Tax, or media stock, courier and delivery charges or any additional costs incurred by HOPPER VIDEO as a result of:

- (i) Materials supplied by The Customer being in the opinion of HOPPER VIDEO in any way defective or an unsuitable format or of an unsuitable quality or;
- (ii) The information supplied by The Customer or any third party in connection with the Booking and its requirements not providing a full and accurate indication of the work involved or if such requirements are altered or added to by The Customer subsequent to the date of the Booking.

2.2 HOPPER VIDEO reserves the right to require payment of all fees and charges, in full or in part, in advance of the Booking period.

2.3 For the Booking to commence, 50% of the total fee must be paid to HOPPER VIDEO in advance of the Booking period. This is the signature fee.

3. Working hours

3.1 HOPPER VIDEO's core working hours are Monday to Friday, 9.00 am - 5.30 pm Uk time.

4. Schedules and delays

4.1 Whilst all the time and price estimates given by HOPPER VIDEO are given in good faith and HOPPER VIDEO will endeavour to adhere to such estimates, time shall not be of the essence and is not guaranteed and HOPPER VIDEO will not be bound by such estimates where they are not met due to The Customer's changes, failure to provide information or Customer deliverables in a timely fashion or other circumstances outside HOPPER VIDEO's control and HOPPER VIDEO will not be liable for any failure to meet such estimates. HOPPER VIDEO will not be responsible for any costs, charges or expenses incurred by The Customer as a result of such failure.

4.2 In cases of delayed Schedules due to circumstances outside HOPPER VIDEO's control, upon request of The Customer, HOPPER VIDEO will endeavour to provide extra resources at an additional cost to help meet the original deadlines. In such circumstances, working outside of our core hours will be charged as follows, 5.30 - 11 pm weekdays is charged at time and a half. 11 pm - 9 am weekdays, and weekends are charged at double time.



4.3 A Booking is made with respect to a specific period of time in which HOPPER VIDEO agrees to provide The Facilities, at its discretion HOPPER VIDEO may add extra charges if delays introduced by The Customer mean that work related to a Booking has not been completed after the respective Booking period has ended.

5. Milestone approvals

5.1 After each Milestone is complete, The Customer is responsible for checking and approving all aspects of the relevant Milestone as specified in the Schedule before work can be started on the next Milestone. The Customer's approval represents an agreement that all decision makers, including any third parties involved have deemed that the work undertaken during the Milestone is complete.

5.2 Milestone approvals at a later stage will always override approvals from an earlier stage. For example if 3 green apples are specified in the script, but 4 red apples appear in the later signed off test renders Milestone, then HOPPER VIDEO will assume that The Customer's intention is for 4 red apples in the final animation.

5.3 Delays to the Schedule and extra costs may be incurred if HOPPER VIDEO is requested to perform work on earlier Milestone stages that have been previously signed off.

6. Cancellations

6.1 At our absolute discretion, HOPPER VIDEO may at any time permit cancellation by The Customer of a Booking or order and reserves the right to cancel any Booking or order in the event of any breach of these Terms and Conditions by The Customer.

6.2 In the event of any such cancellation being permitted by HOPPER VIDEO, a cancellation fee for work completed will be paid by The Customer, with the fee based on the current Milestone stage of the Booking or as defined in the contract. The fee will not exceed 100 percent of the total Booking cost.

6.3 If, after Booking commencement, communication from The Customer (face to face, telephone or email) stops for a period of 14 days or more, the Booking can be cancelled in writing by HOPPER VIDEO and ownership of all copyrights shall be retained by HOPPER VIDEO.

7. Payments

7.1 Where full payment on an invoice is not received by HOPPER VIDEO as cleared funds into our bank account by the Due Date:

(i) Interest shall accrue on the sum outstanding at the rate of 8% per month or part thereof + Bank of England base rate, without prejudice to HOPPER VIDEO's right to receive payment on the Due Date.

The Customer shall reimburse HOPPER VIDEO for any costs incurred in the course of recovering late payment.

(ii) HOPPER VIDEO will cease to provide The Facilities related to all Bookings with The Customer until the overdue payment is settled. Delays to the Schedule will be incurred which may carry additional charges.

(iii) HOPPER VIDEO may report any defaults by The Customer to the relevant authorities.

7.2 HOPPER VIDEO is not part of any payment chain with relation to third parties, and is commissioned on the basis that The Customer retains sufficient funds to pay for the Booking, throughout the Booking period until all payment is received by HOPPER VIDEO.

7.3 Any queries on an invoice must be raised within 7 days of the date of the invoice.



8. Indemnity

8.1 The Customer agrees to indemnify and hold harmless HOPPER VIDEO from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including lawyers' fees and costs, but only to the extent caused by, arising out of, the work supplied by HOPPER VIDEO.

9. Confidentiality

9.1 The Customer shall inform HOPPER VIDEO in writing before the Booking commences if any portion of any material or information provided by The Customer is confidential.

10. Copyrights

10.1 The Customer hereby grants to HOPPER VIDEO a perpetual and royalty-free licence to refer to The Customer and to use all or any part of the materials processed or produced by HOPPER VIDEO on The Customer's behalf in order to promote or advertise HOPPER VIDEO's business.