



JUSTPRODUCTIONS

Terms & **Conditions**

PLEASE READ THEM CAREFULLY.

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JUST-PRODUCTIONS

Web Services

Terms & Conditions

PLEASE READ THEM CAREFULLY.

If these terms and conditions are unacceptable to you please leave the site immediately.

(1) In these terms and conditions, the "Company" means Just Productions International Ltd. and the "Client" means the person or entity which has agreed to purchase goods and/or services from the Company. The "Work" means the work that the Client has instructed the Company to carry out pursuant to this agreement, including development, maintenance and/or hosting of the Client's website (the "Website") (as set out in the Client Agreement to which these terms and conditions are attached), and the "Agreement" means the overall agreement between the Company and the Client in relation to the Work including these terms and conditions ("Conditions") and the Client Agreement.

(2) These Conditions take precedence over each conflicting term and condition which may be put forward by the Client at any time. These Conditions are available on the Company's website at all times and should be viewed by the Client prior to entering into the Agreement. Upon entering into the Agreement, the Client confirms that it has read these Conditions and accepts them in their entirety.

(3) The Client and the Company have agreed the basic scope and nature of the Work prior to entering into the Agreement. Any changes to the scope and/or nature of the Work after the Agreement has been entered into shall be agreed by both the Client and the Company and evidenced in writing. The Company reserves the right to alter the agreed price and to extend timescales to reflect the changes in scope and/or nature of the Work.

(4) The Company reserves the right to control and restrict any content on the Website and shall have sole discretion to delete and remove, without advance notice, any information deemed by the Company as illegal, tortuous, false, misleading, fraudulent, libellous, immoral, offensive or otherwise not in conformity with the policies and style of the company. The Client acknowledges that the Company may unilaterally write or re-write reasonable rules and regulations necessary for the orderly operation of the Company's network and that the Client will be bound accordingly.

(5) Although the Company shall have the right to approve the design, content and links to and from the Website, the Company assumes no responsibility to do so. The Client agrees to be solely responsible for the content of the Website and the accuracy of all information provided therein.

(6.1) The Client grants to the Company an indefinite, irrevocable, royalty-free, unrestricted right to use, transfer, modify and maintain content prepared by the Company on the Website. The Client represents and warrants that: (a) the use, as contemplated by the Agreement, of the material supplied by the Client shall not infringe any copyright, trademark, trade secret or other third party proprietary right; (b) such material is not blasphemous, offensive or defamatory or in any other way illegal; and (c) there is no impediment to the Client's performance of its obligations hereunder.

(6.2) The Client shall indemnify the Company and keep the Company at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Company on a solicitor and own client basis) and other liabilities however arising directly or indirectly as a result of any breach or non-performance by the Client of any Client's undertakings, covenants, warranties or obligations under the Agreement.

(7) Website production timelines are dependent upon Client input and approvals at each stage of the development

process. Without this input, development timelines may vary. Whilst timelines are given in good faith, the Company shall not be liable for any failure to produce the Website within a reasonable period following any agreed dates. Time shall not be of the essence.

(8) The Client acknowledges and agrees that the Company may provide websites to other persons or businesses including those in the same or similar line of business as the Client.

(9.1) The Agreement may be terminated by the Company at any given time.

(9.2) The Agreement may be terminated forthwith by the Company if:

9.2.1 the Client fails by the due date to pay any of the Charges set out in the Order Form or any other fees payable in accordance with the provisions of the Agreement;

9.2.2 the Client commits any material breach of any terms of the Agreement or fails to perform any material obligations on its part under the Agreement;

9.2.3 a voluntary agreement is approved, or an administration order is made, or a receiver, liquidator or administrative receiver is appointed over or in respect of any of the Client's assets or undertaking or a resolution or petition to wind up the Client is passed or presented (other than for the purpose of amalgamation or reconstruction) or if any circumstances arise which entitle a court or a creditor to appoint a receiver, liquidator or administrative receiver or to present a winding-up petition or make a winding-up order or the Client goes into administration.

(10) The Client shall pay for the Work, including all the website development and related costs specified in the Order Form without any set-off, deduction or any other form of withholding. The website development fee and related expenses are to be paid by a non-refundable deposit upon execution of the Agreement and the balance upon final approval by the Client. The annual hosting fee is payable to the Company one month in advance of the first month when hosting begins.

(11.1) The Client irrevocably agrees and acknowledges with the Company that all existing and future copyright, database rights and design rights and other intellectual property rights in respect of or relating to the Work (including the Website) will at all times during the continuance and following the termination of the Agreement vest absolutely in the Company and that the Client shall not be permitted to use such intellectual property rights otherwise than pursuant to the express terms and conditions of Condition 11.2.

(11.2) The Company grants to the Client a non-exclusive, non-transferable licence to use the Work for the Client's own business purposes only during the period commencing on the Live Date and ending on the date that the Agreement is terminated pursuant to Condition 9.

(12.1) The Client agrees to hold the Company and its agents harmless from and against any and all claims and damages, expenses or liability that arises from or in connection with the Website, content or activities, including but not limited to, any attorney fees incurred by the Company. The Client, if so instructed by Just Productions International Ltd. at its own cost and expense, shall defend any and all actions, which may be brought against the Company. The Client's failure to perform under the terms of this Condition shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against the Company and its agents.

(12.2) The Client acknowledges and accepts that websites in general are not error, fault or bug free nor secure from

persons wishing to misuse, tamper with, erase, alter or in any other way corrupt websites, and the data, information and records they display, retrieve, collate, transfer or disseminate and the Client agrees with the Company that the Company shall have no liability to anyone for any such occurrences arising in respect of or in relation to the Website and the Client shall indemnify and keep the Company indemnified on a full indemnity basis from and against all liabilities of the Company arising from such occurrences and arising in respect of or in relation to the Website.

(12.3) Subject to Condition 12.2, the Company warrants that it will perform all services to be provided to the Client pursuant to the Agreement with reasonable care and skill and in accordance with generally-accepted industry standards.

(12.4) The Client acknowledges and accepts that computers need routine maintenance and sometimes break down, that the Company cannot control the timing or volume of attempts to access the Website, and that the Website is provided on an "as-is, as-available" basis. As a result, the Company does not guarantee to anyone that the Client or any third parties will be able to access the Website or the internet at any particular time and the Client agrees that the Company shall have no liability to anyone if any such persons are not able to access the Website or the internet for any given period of time.

(12.5) Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Website, the Works and the provision of all other services pursuant to the terms of the Agreement are hereby excluded to the fullest extent permitted by law.

(13.1) Notwithstanding anything to the contrary in these Conditions, the Company's liability to the Client for death or injury resulting from its own or its employees', agents' or sub-contractors' negligence shall not be limited.

(13.2) Subject to Condition 13.1, the Company's entire liability under the Agreement shall be limited to damages of an amount equal to the amount of the Charges (exclusive of VAT) paid by the Client under the Agreement.

(13.3) Subject to Condition 13.1, the Company shall not be liable to the Client for loss of profits, loss of data, goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Client had been advised of the possibility of the Client incurring the same.

(13.4) The Company shall not be liable for any error, omission, defect or deficiency in any service, which results from the Client's failure to provide complete, accurate and current information to the Company. Under no circumstances shall the Company and its agents be liable to the Client for breach of the Agreement due to circumstances beyond the Company's reasonable control, including without limitation, any downtime regarding computer servers or interruption of Internet service providers.

(14) No right or remedy conferred upon or reserved by the Company by this Agreement is intended, and shall not be deemed, to be exclusive of any other right or remedy provided or permitted herein, by law or by equity, but each right or remedy shall be cumulative of every other right or remedy.

(15) This Agreement shall be interpreted and construed under the laws of England. The parties agree that any action brought by either party against the other shall be brought in England and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

JUSTPRODUCTIONS

Print Services

Terms & Conditions

PLEASE READ THEM CAREFULLY.

1. These Terms and Conditions apply to all orders and supersede all others. Order by you or Receipt of acknowledgement of order by you, constitutes your acceptance that our conditions are the only conditions that apply to the contract notwithstanding any purported terms put forward by you.

2. PAYMENT TERMS

All prices quoted exclude carriage and VAT. Carriage will be charged at applicable rates and added to the invoice total. Method of carriage will be at our discretion unless requested otherwise. All products are charged at list price unless a discount has been agreed in writing. Following a price increase and where you have specified a different price on your order, we will advise you before proceeding.

2.1 ACCOUNT

Payment shall be made in full within 30days from date of invoice, unless special settlement terms have been agreed by us in writing.

2.2 NON ACCOUNT

Payment is required before your order is processed

2.3 DISCOUNT

Any discounts are offered on the strict understanding that accounts are paid by the due date. We reserve the right to invoice any such discounts to accounts which become overdue.

2.4 VAT

If VAT is noticed on your order after the bill has been paid, you as the customer are liable to pay the VAT in full

3 OVERDUE ACCOUNTS

3.1 No goods will be delivered on accounts which remain unpaid 14 days after payment is due. We reserve the right to charge interest on overdue accounts, at the rate of 8% above the Barclays Bank Plc base rate from time to time from the date the account became due until payment is received. This does not prevent us from pursuing payment of overdue accounts at any time after payment becomes due and shall be in addition to and without prejudice to any other rights we may have against you.

3.2 We reserve the right to charge you for any legal or collection charges where it is necessary to obtain payment from you of an overdue account through a third party or Court proceedings.

4. PASSING OF TITLE AND RISK

4.1. The risk in the goods shall pass to you on delivery.

4.2. All goods, delivered or not, remain our property until payment is received in full.

4.3. Until such time as payment is made you shall retain such goods separately from other goods and clearly mark them in such a way that they can be readily identified as being our property and any payment received by you for any sale of such goods must be held in a separate account in trust for us. In the event of non-payment for such goods we will, without loss of any rights or remedy, remove from your possession those goods belonging to us in accordance with these conditions and we shall be entitled to enter upon the property where the goods are stored to repossess and remove the same. You hereby grant us an irrevocable licence to enter your premises for the said purposes.

5. PRODUCTS

We reserve the right to alter any details of products advertised without notice and while every effort is made to describe goods accurately in the advertisement no warranty is given as to accuracy and no responsibility will be accepted for error or mis-scription and any resulting loss.

6. QUOTATIONS AND CONTRACTS

Orders are accepted subject to our right to adjust prices quoted to take account of any changes in the law or Government regulations requiring us to increase prices by way of direct taxation, import duties, customs and excise duties or otherwise. The prices are based on today's current costs of production and in the event of any increase in wages or costs of materials to us occurring after the confirmation of accepted contract, we shall be entitled to charge such increases to you.

7. PRICES

Where applicable all prices quoted are subject to delivery Charges and VAT at the current rate.

8. DELIVERY

8.1. Every effort will be made to deliver on time, but any delivery day specified is a best estimate and no liability is accepted for any loss arising from delay or error in the delivery of the goods. All deliveries will be charged at the prevailing rates applying at the date of such delivery.

8.2. Special rush deliveries can usually be arranged but will usually be subject to additional charges (eg. rush print charges and rush delivery charges), which will be charged to you at current commercial rates.

9. QUANTITY VARIATION

We shall be deemed to have fulfilled our contract by delivery of a quantity within 5% plus or minus of the quantity of printed goods ordered and you will be charged at the contract rate for the quantity delivered.

10. CLAIMS

10.1. Claims arising from damages, delay or partial loss in transit must be made in writing to us, so as to reach us within 5 days of delivery.

10.2. All claims with regard to the quality or quantity of the goods shall be made in writing to us so as to reach us within 5 working days of receipt of goods or such goods shall be deemed to comply as to quality and quantity within the terms of the contract.

10.3. You must examine all goods delivered at the time of delivery. We shall not be liable for any loss arising from damage caused to the goods in transit unless loss or damage is noted on the delivery note at time of delivery.

10.4. Claims in respect of non-delivery must be made in writing so as to reach us within 3 days from receipt of the expected delivery date.

11. LIABILITY

11.1. Save in so far as defects in the goods cause death injury or damage to personal property, our liability for any loss or damage suffered by you in respect of the goods shall be limited to the contract value of the goods.

11.2. The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11.3. For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to complete the Services by any agreed completion date

11.2. We can accept no responsibility for loss or damage arising from the supply of goods under this contract unless you have fully complied with the notification of claims procedure set out in clause 10.

11.3. Nothing in these terms and conditions shall affect the rights of a consumer.

12. CANCELLATION CHARGES

Please note that a 5% charge of the total value of the original order will be made on all cancelled orders plus a £10.00 charge to cover administration costs.

Any costs incurred for work already carried out up to the date of written cancellation will also be charged for and deducted before any refunds are made.

13. SAMPLES

Samples will be charged accordingly.

14. QUANTITY CHANGES TO ORDERS

Any changes in quantity ordered must be made in writing to us prior to commencement of processing. Any increases in the order must be regarded as a separate contract unless written notification is received before work commences on the original order.

15. ARTWORK AND PRINTING

The entire copyright throughout the world in all printing plates, litho positives and negatives, artwork, designs, photographic transparencies, negatives or positives and any other artistic craftsmanship made by or for Just Productions International Ltd pursuant to or in implementation of any contract with the customer shall belong to Just Productions International Ltd. Just Productions International Ltd agrees that unless the customer becomes in default of any obligation to make any payment to Just Productions International Ltd, it will not reproduce any such items for any competitor in business of the customer.

16. PROOFS

If we have not been given printing approval after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

17. ON HOLD

If we have not been notified after 14 days a 5% charge of the total value of the original order will be made plus a £10.00 administration fee.

18. FORCE MAJEURE

We will not be held responsible for failure or delay in the carrying out of our obligations under the contract arising from any cause outside our reasonable control including but not limited to acts of God, strikes, lock outs, accidents, terrorism, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, or by inability to procure materials or articles except at higher prices due to any such cause and in such circumstances we shall be entitled by notice to terminate the contract in whole or in part without incurring any liability whatsoever to you and the party shall be entitled to a reasonable extension of its obligations.

19. CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

19.1. co-operate with the Supplier;

19.2. provide the Supplier with any information reasonably required by the Supplier;

19.3. obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Customer; and

19.4. comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

20. SUPPLIER'S OBLIGATIONS

20.1. The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier. All print will have a 3mm tolerance on final cut sizes and in some cases regarding Large Format a 5mm tolerance will be accepted.

20.2. The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

21. MISCELLANEOUS

The contract between ourselves the Company and the Customer shall be governed by and construed in accordance with English Law.

22. COMPLAINTS

Complaints must be made within 48hours of receiving your goods. Any complaints made after this time period are void of any right to refund or reprint.

BY PLACING AN ORDER WITH US YOU ARE BOUND BY THESE TERMS UNLESS AGREED OTHERWISE IN WRITING. ALL STATUTORY RIGHTS APPLY AS PER THE STATUTE OF THE UNITED KINGDOM AND EUROPEAN UNION WHERE APPLICABLE.

3. PAYMENT TERMS (General)

All payments are required in full before work commences unless otherwise agreed in writing

Debit cards charges may be passed on to the client, but will advise before payment is made

Credit card charges WILL be passed on to the client – currently 5%

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JUSTPRODUCTIONS

Design

Terms & Conditions

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TERMS & CONDITIONS

0. INITIAL TERMS

0.1 The Terms & Conditions can be accessed through our website or supplied in writing upon request.

0.2 These terms & conditions constitute a valid and binding agreement between Just Productions and you, the client, for any services provided or work ordered. You must enter into this Agreement by clicking on the "I AGREE" button to show your acceptance of these terms & conditions and any new versions or updates hereof.

1. DEFINITIONS.

As used herein and throughout this Agreement.

1.1 *Agreement* means the entire content of this Basic Terms and Conditions document, the Proposal document(s), together with any other Supplements designated below, schedules or attachments hereto.

1.2 *Client Content* means all materials, information, photography, writings and other creative content provided by The Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.K. Copyright Law.

1.4 *Deliverables* means the services and work product specified in the Proposal to be delivered by Just Productions to The Client, in the form and media specified in the Proposal.

1.5 *Designer Tools* means all design tools developed and/or utilised by Just Productions in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as Web site design, architecture, layout, navigational and functional elements.

1.6 *The Client* means the company or individual who has agreed to take out work with Just Productions.

1.7 *Final Art* means all creative content developed or created by Just Productions, or commissioned by Just Productions, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to The Client Content, and Just Productions selection, arrangement and coordination of such elements together with The Client Content and/or Third Party Materials.

1.8 *Final Deliverables* means the final versions of Deliverables provided by Just Productions and accepted by The Client.

1.9 *Preliminary Works* means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Just Productions and which may or may not be shown and or delivered to The Client for consideration but do not form part of the Final Art.

1.10 *Project* means the scope and purpose of the The Client's identified usage of the work product as described in the Proposal.

1.11 *Services* means all services and the work product to be provided to The Client by Just Productions as described and otherwise further defined in the Proposal.

1.12 *Third Party Materials* means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.13 *Trademarks* means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of The Client.

2. PROPOSAL.

The terms of the Proposal or shall be effective for 14 days after presentation to The Client. In the event this Agreement is not executed by The Client within the time identified, the Proposal, together with any quotations, related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES.

3.1 Fees. In consideration of the Services to be performed by Just Productions, The Client shall pay to Just Productions fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Additional Costs. The Project pricing includes Just Productions fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses, and online access or hosting fees, will be billed to The Client unless specifically otherwise provided for in the Proposal.

3.3 Invoices. All invoices are payable within 30 days of receipt. For new clients or those overseas Just Productions reserves the right to invoice with a payable period of 15 days. In special circumstances a deposit will be required. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Interest is charged daily at 8% over the Bank of England base rate along with EU late payment charges. Payments will be credited first to late payment charges and next to the unpaid balance. The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. Just Productions reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges or the costs of Changes.

3.4 Project End. All deliverables shall be deemed complete once The Client has signed off the work or indicated satisfaction either verbally, in writing, via e-mail, post or other methods. If The Client fails to communicate with Just Productions for a period of more than 30 days without explanation, the project shall be deemed satisfactory and complete.

4. CHANGES.

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, The Client shall pay additional charges for changes requested by The Client which are outside the scope of the Services on a time and materials basis, at Just Productions standard hourly rate of £50 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Just Productions may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If The Client requests or instructs Changes that amount to a revision in or near excess of fifty percent (50%) of the time required to produce the Deliverables, and or the value or scope of the Services, Just Productions shall be entitled to submit a new and separate Proposal to The Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Just Productions.

4.3 Timing. Just Productions will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. The Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) Approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the The Client's concerns, objections or corrections to Just Productions. Just Productions shall be entitled to request written clarification of any concern, objection or correction. The Client acknowledges and agrees that Just Productions ability to meet any and all schedules is entirely dependent upon The Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in The Client's performance or Changes in the Services or Deliverables requested by The Client may delay delivery of the Deliverables. Any such delay caused by The Client may result in credit based accounts being invoiced before project completion.

4.4 Testing and Acceptance. Just Productions will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to The Client. The Client, within five (5) business days of receipt of each Deliverable, shall notify Just Productions, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments The Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Just Productions will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from The Client, the Deliverable shall be deemed accepted.

5. THE CLIENT RESPONSIBILITIES.

The Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than Just Productions;
- (b) Provision of The Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal;
- (c) Final proofreading. In the event that The Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product; The Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS.

Just Productions retains the right to reproduce, publish and display the Deliverables in Just Productions portfolios and Web sites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its Web site and in other promotional materials, and, if not expressly objected to, include a link to the other party's Web site.

7. CONFIDENTIAL INFORMATION.

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works (*Confidential Information*). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES.

8.1 Independent Contractor. Just Productions is an independent contractor, not an employee of The Client or any company affiliated with The Client. Just Productions shall provide the Services under the general direction of The Client, but Just Productions shall determine, in Just Productions sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Just Productions and the work product or Deliverables prepared by Just Productions shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to The Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 Just Productions Agents. Just Productions shall be permitted to engage and/or use third party Just Productions or other service providers as independent contractors in connection with the Services (*Design Agents*). Notwithstanding, Just Productions shall remain fully responsible for such Design Agents compliance with the various terms and conditions of this Agreement.

8.3 No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, The Client agrees not to solicit, recruit, engage, or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire, or any other kind of basis, any Just Productions, employee or Design Agent of Just Productions, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, The Client agrees that Just Productions shall be entitled to an agency commission to be the greater of, either (a) 25% of said person's starting salary with The Client, or (b) 25% of fees paid to said person if engaged by The Client as an independent contractor. In the event of

(a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for The Client. Just Productions, in the event of non-payment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services of the same or similar nature to those provided by Just Productions, and Just Productions shall be entitled to offer and provide design services to others, solicit other The Clients and otherwise advertise the services offered by Just Productions.

9. WARRANTIES AND REPRESENTATIONS.

9.1 The Client represents, warrants and covenants to Just Productions that (a) The Client owns all rights, titles, and interest in, or otherwise has full right and authority to permit the use of the The Client Content, (b) to the best of The Client's knowledge, the The Client Content does not infringe the rights of any third party, and use of the The Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) The Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) The Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 To the best of Just Productions knowledge, the Final Art provided by Just Productions and Just Productions subcontractors does not infringe the rights of any party, and in connection with the Project will not violate the rights of any third parties. In the event The Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Just Productions shall be void.

The Client agrees to fully indemnify and hold Just Productions free from harm in any and all claims resulting from The Client in not having obtained all the required copyright, and/or any other necessary permission. Any artwork, images, or text supplied or designed by Just Productions on behalf of the customer, will remain the property of Just Productions and/or our suppliers unless otherwise explicitly stated.

10. INDEMNIFICATION/LIABILITY.

10.1 By The Client. The Client agrees to indemnify, save and hold harmless Just Productions from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of The Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Just Productions shall promptly notify The Client in writing of any claim or suit; (a) The Client has sole control of the defence and all related settlement negotiations; and (b) Just Productions provides The Client with commercially reasonable assistance, information and authority necessary to perform The Client's obligations under this section. The Client will reimburse the reasonable out-of-pocket expenses incurred by Just Productions in providing such assistance.

10.2 By Just Productions. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Just Productions agrees to indemnify, save and hold harmless The Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Just Productions representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of The Client provided that (a) The Client promptly notifies Just Productions in writing of the claim; (b) Just Productions shall have sole control of the defence and all related settlement negotiations; and (c) The Client shall provide Just Productions with the assistance, information and authority necessary to perform Just Productions obligations under this section. Notwithstanding the foregoing, Just Productions shall have no obligation to defend or otherwise indemnify The Client for any claim or adverse finding of fact arising out of or due to The Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Just Productions.

10.3 Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF JUST PRODUCTIONS ARE SOLD AS IS. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF JUST PRODUCTIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES (JUST PRODUCTIONS PARTIES), TO THE CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF JUST PRODUCTIONS. IN NO EVENT SHALL JUST PRODUCTIONS BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY JUST PRODUCTIONS, EVEN IF JUST PRODUCTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. TERMINATION.

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

11.3 In the event of termination, Just Productions shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Just Productions or Just Productions agents as of the date of termination, whichever is greater; and The Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of termination by The Client and upon full payment of compensation as provided herein, Just Productions grants to The Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by The Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

11.6 Projects that have passed 30 days without contact or further instruction from The Client are deemed to be final

12. GENERAL.

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Just Productions invoices may include, and The Client shall pay, expenses or costs that The Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Just Productions shall not be deemed in breach of this Agreement if Just Productions is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God or public enemy, death, illness or incapacity of Just Productions or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Just Productions control (collectively, Force Majeure Event). Upon occurrence of any Force Majeure Event, Just Productions shall give notice to The Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United Kingdom without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its solicitor's fees and costs. In all other circumstances, the parties specifically consent to the local, and national courts located in the United Kingdom. The parties hereby waive any jurisdictional or venue defences available to them and further consent to service of process by mail. The Client acknowledges that Just Productions will have no adequate remedy at law in the event The Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Just Productions shall

be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

13. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART.

13.1 The Client Content. The Client Content, including all pre-existing Trademarks, shall remain the sole property of The Client or its respective suppliers, and The Client or its suppliers shall be the sole owner of all rights in connection therewith. The Client hereby grants to Just Productions a nonexclusive, non-transferable license to use, reproduce, modify, display and publish The Client Content solely in connection with Just Productions performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

13.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Just Productions shall inform The Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Just Productions shall inform The Client of any need to license, at The Client's expense, and unless otherwise provided for by The Client, Just Productions shall obtain the license(s) necessary to permit The Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event The Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of third party art, The Client hereby indemnifies, saves and holds harmless Just Productions from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of The Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

13.3 Preliminary Works. Just Productions retains all rights in and to all Preliminary Works. The Client shall return all Preliminary Works to Just Productions within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Just Productions.

13.4 Original Artwork. Just Productions retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. The Client shall return all original artwork to Just Productions within thirty (30) days of completion of the Services.

13.5 Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Just Productions assigns to The Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Just Productions for use by The Client as a Trademark. Just Productions shall cooperate with The Client and shall execute any additional documents reasonably requested by The Client to evidence such assignment. The Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. The Client hereby indemnifies, saves and holds harmless Just Productions from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of The Client's use and/or failure to obtain rights to use or use of the Trademark.

14. RIGHTS TO FINAL ART.

14.1 Upon completion of the Services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, Just Productions grants to The Client the rights in the Final Art as set forth in the proposal Any additional uses not identified herein or reselling / modifying of the artwork is not permitted without prior written consent. Extended licence is available at cost.

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