

Made Wise – Terms and conditions

01: Terms and conditions

These terms and conditions together with the Engagement Letter and Quote to which they are attached will form a binding contract (“the Commission”) between the Client named on the Engagement Letter (“the Client”) and Made Wise LTD (“Made Wise”) which shall constitute the entire agreement between the Client and Made Wise. These terms apply to the exclusion of all other terms or conditions of contract the Client or Made Wise may propose and shall not be varied unless agreed in writing and signed by both parties.

02: Made Wise LTD

In consideration of the payment by the Client to Made Wise of the Fees, Made Wise shall carry out all works specified in the Engagement Letter and Quote such works being referred in their totality as (“the Works”), to industry standard using reasonable skill and care in accordance with and subject to these terms. Made Wise will use reasonable endeavours to conclude the work within the timescale indicated. The Commission sets out the full extent of Made Wise’s obligations and liabilities in respect of the Commission. All conditions, warranties or other terms concerning the Commission that might otherwise be implied into this agreement (whether by statute or otherwise) are hereby expressly excluded.

03: Client

The Client acknowledges that Made Wise’s ability to provide the Works is dependent upon the full and timely co-operation of the Client who will co-operate with and act in good faith towards Made Wise and provide on request with reasonable notice such source materials including but not limited to those listed in the Quote. The materials that Made Wise is to incorporate in the Works or which are reasonably necessary to enable Made Wise to carry out its obligations are referred to as (“the Materials”).

04: Payment

The Client shall pay Made Wise the Fees in accordance to the payment structure detailed in the Engagement Letter without deduction or set-off within 30 days of receipt of a valid invoice. Made Wise shall be entitled to charge interest on any overdue amount at the rate of 4% over base rate of Barclays Bank. Made Wise reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.1 Made Wise may charge additional Fees in accordance with its standard rates in the event of:

- delays or additional works caused by or required by the Client including its failure to properly and / or on time provide Made Wise with the Materials, or such other information, instructions, media or approvals as are reasonably required for completion of the Works
- changes to the cost of labour, materials, services and other circumstances outside of Made Wise’s reasonable control.

05: Changes

In the event that the Client requires any change or alterations to the Works (“Change”), Made Wise and the Client shall, prior to such Change being effective or implemented, agree:

- the nature of the Change
- the procedures for implementation of such Change
- the effect on timing for delivery of the Works
- the variation to the Fees

Until any Change is formally agreed in writing between the Client and Made Wise, Made Wise will continue to perform and be paid for the Works as if the Change had not been proposed.

Made Wise shall endeavour to agree and implement changes requested by the Client provided such changes would not impose upon Made Wise obligations beyond the resources available to it. Where Made Wise are unable to implement requested changes, they will inform the Client immediately.



06: Intellectual property rights / confidentiality

- 6.1 All copyright, design right, registered designs, trademarks, patents, database rights and confidential information and ideas and all other rights whatsoever of a like nature worldwide whether registered or not of whatever nature in material devised, created or commissioned by Made Wise, in supplying the Works under this Engagement will vest in and belong to the Client. Made Wise may include within the Works reasonable notice of credit.
- 6.2 The Client grants Made Wise an irrevocable license to use the Works in a responsible manner such as when showcasing their work.
- 6.3 The Client grants Made Wise a non-exclusive royalty free licence to use the Materials for all purposes relating to this Commission and warrants that is fully entitled to grant Made Wise these rights.
- 6.4 The Client accepts responsibility for the suitability of content used in the Works and ensures the consent of the individual is granted when using photographs, filmed interviews, personal quotes and testimonies of staff and the general public for use in the Works.
- 6.5 The Client undertakes to Made Wise to indemnify and hold harmless Made Wise in full and defend at its own expense Made Wise against all costs, damages and losses incurred by it arising out of its use of the Materials.
- 6.6 Each Party undertakes that it will keep secret and confidential the terms of this Commission and any information supplied by either party in connection with this Commission or in connection with the business of the other and in connection with the Works and shall only disclose such information or part thereof (except to its own employees and advisers and then only on a need to know basis) with the other party's prior written consent PROVIDED THAT this Clause shall not extend to information which was and can be shown to be rightfully in the possession of recipient prior to the commencement of the negotiation leading to this Commission or which is in the public domain (other than as result of a breach of this Clause).
- 6.7 The Client can modify, adapt or translate any part of the Works, however it will ensure it is clear and identifiable that any modifications, adaptations or translations are not connected with Made Wise and are the works of the Client.
- 6.8 Made Wise warrants to the best of their knowledge that the Works do not infringe the copyright of any third party.

07: Inspection and acceptance

At agreed stages throughout the project the Client shall approve the Works in writing. Once approved Made Wise will proceed on this basis and if the Client subsequently decides the Works are unacceptable it will be treated as a Change and as such Made Wise reserves the right to charge an additional Fee to Change, modify and amend the Works.

08: Liability and warranty

- 8.1 Subject to Clause 8.2 and 8.4 below, Made Wise's liability for any loss or damage direct or otherwise and howsoever caused whether in contract, tort (including negligence) or otherwise for any loss of business, revenue, profits, opportunities, goodwill, reputation, shall not exceed the Fees paid by the Client.
- 8.2 Made Wise shall not be liable to the Client for any consequential loss or damage, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity.
- 8.3 When instructions or advice are given or received orally by Made Wise, it shall have no liability to the Client for any misunderstanding or representation, which may arise in relation thereto except in relation to fraudulent misrepresentations. The Client will make reasonable efforts to ensure all instructions or advice are captured in writing and agreed by both parties.
- 8.4 Nothing in this agreement shall operate to exclude or limit Made Wise's liability for:
(a) death or personal injury caused by its negligence; (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (c) fraud; or (d) any other liability which



cannot be excluded or limited under applicable law.

09: Legislation, accessibility and third party materials

The Client shall be responsible for and notify Made Wise of all and any applicable rules, regulations, codes of practice and laws relating to its use and operation of the Works including without limitation any obligations under the Data Protection Act 1998; Regulation of Investigatory Powers Act 2000; Competition Act 1998; Disability Discrimination Act 1995 and equivalent legislation. Made Wise shall not be liable to the Client in relation to such legislation and gives no warranty, representation or undertaking in relation to it, except if agreed in writing.

Subject to the foregoing Made Wise shall have no liability to the Client whatsoever in relation to the Works and gives no warranty and makes no representation as to whether Works contain or are free from racist, defamatory, sexually explicit, inflammatory, obscene or other legally restricted material and explicitly includes all and any liability in relation thereto.

Made Wise shall not be required to advise the Client in relation to its obligations under the Disability Discrimination Act 1995 or any other legislation and shall have no liability in relation thereto. To the maximum extent permitted by law, Made Wise excludes all liability for any loss or damage whatsoever, whether in contract, tort (including negligence), or otherwise arising from any failure to comply with Disability Discrimination Act 1995.

10: Termination

Made Wise shall be entitled to terminate this Commission upon the Client's material breach (including without limitation non-payments of any sum due) unless the Client remedies such breach within seven days of Made Wise notifying the Client of the breach.

Made Wise will not be liable in any amount for failure to perform any obligation hereunder if such failure is caused by the occurrence of a force majeure event which is any unforeseen contingency beyond the reasonable control of Made Wise including without limitation Internet outages, communications outages, fire, flood, war or act of God.

The Client may cancel its order of the Works or otherwise terminate this Commission where there is a breach by Made Wise of a fundamental term of this Commission at any time without payment of outstanding Fees if such breach has not been remedied by Made Wise within fourteen days of written notification of such breach.

11: General

Nothing in this Commission shall be deemed to constitute a partnership or agency relationship between the Parties and neither of the Parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

If at any time any part of this Commission is or becomes unenforceable, such part will at Made Wise's opinion be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

No forbearance, delay or indulgence by either party in enforcing the provisions of this Commission shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Commission.

The Client shall not assign the benefit or burden of this Commission without the prior written consent of Made Wise.

No person who is not a party to this Commission shall be entitled to enforce any of the terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

These terms are made and shall be construed in accordance with the laws of England and the Parties submit to the exclusive jurisdiction of the English courts.

