

# What is Bobo Ltd. Terms & Conditions updated April 2011

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## **1: WORKING HOURS**

What is Bobo Ltd working hours are Monday to Friday 09.30 to 18.00.

## **2: GENERAL DETAILS**

2.1 The Registered office for What is Bobo Ltd is Ealing Film Studios, Ealing Green, London, W5 5EP. What is Bobo Ltd are registered with Companies House - Company Number 4811265.

2.2 What is Bobo Ltd are VAT registered in the United Kingdom. VAT Reg No: 854 4333 24

All prices quoted are exclusive of Value Added Tax, which will be added at the current rate of VAT as set by law in the United Kingdom at the date of invoice.

2.3 Any business undertaken by What is Bobo Ltd for the supply of services shall be transacted subject solely to the conditions set out hereinafter. Each condition shall be deemed to be incorporated in and shall be a condition of any agreement between What is Bobo Ltd and the Client. What is Bobo Ltd's acceptance of the Client's order is conditional on the Client agreeing to contract subject to these Terms and Conditions to the exclusion of all others. By placing an order with What is Bobo Ltd for goods or services the Client is presumed to have agreed all these Terms and Conditions without modification.

2.4 The unenforceability or invalidity of one or more of these Terms and Conditions or part thereof shall not affect the enforceability or validity of any other term or condition or remainder thereof.

## **3: COPYRIGHT, PROPERTY, OWNERSHIP AND INDEMNITY AGAINST CLAIMS**

3.1 The copyright of final works produced by What is Bobo Ltd shall remain the property of What is Bobo Ltd until payment for work has been received. Upon full payment the transfer of copyright is deemed to have passed to the Client. What is Bobo Ltd reserve the right to use all work created by What is Bobo Ltd in their own marketing, even after copyright has been passed to the Client.

3.2 All work completed by What is Bobo Ltd remains the Intellectual Property of What is Bobo Ltd unless the transfer of the Intellectual Property to the Client is expressly agreed to in writing and signed by one of the Partners of What is Bobo Ltd. What is Bobo Ltd reserve the right to use all work created by What is Bobo Ltd in their own marketing, even if intellectual copyright has been transferred to the Client.

3.3 All process design material, but not limited to original designs, concept designs, illustrations, photographs, or other artistic works created in the process of reaching the final design remains the property of What is Bobo Ltd. What is Bobo Ltd reserve the right to use any process material in their own marketing including but not limited to printed material, online, or email usage.

3.4 Transfer of copyright upon payment entitles the client to exclusive use of the final product only within the country that the design was intended for use within, and is not unless otherwise agreed a worldwide copyright licence to use, sell or pass on artwork to a third party without notification, written consent and further fees being paid to What is Bobo Ltd.

3.5 All property supplied to What is Bobo Ltd by or on behalf of the Client will be held, worked on, and carried at the Client's risk. Such material including but not limited to photography, illustration, copywriting and designs, and its copyright and usage rights for such items are the responsibility of the Client. What is Bobo Ltd holds no responsibility for the copyright or usage rights of any such supplied materials.

3.6 What is Bobo Ltd shall be indemnified by the Client against any claims, cost and expenses arising out of any libelous matter either printed or online that has been produced on behalf of the Client at the Clients request, or against any infringement of copyright, patent or design that has occurred whether known or unknown due to the Clients request.

#### **4: PRIVACY POLICY, NON-DISCLOSURE AND CONFIDENTIALITY**

4.1 All correspondence and documents provided will be treated as confidential between the client and What is Bobo Ltd.

4.2 All meetings and discussions held by What is Bobo Ltd and the Client are subject to an automatic Non-Disclosure Agreement. The Client agrees that any discussions regarding but not limited to ideas, concepts, designs, or external suppliers for work may not be discussed with any person/company other than those in the discussion. All meetings, including creative pitches, are subject to an automatic Non-Disclosure Agreement and are confidential. What is Bobo Ltd guarantee that all discussions between What is Bobo Ltd and Client are confidential.

4.3 What is Bobo Ltd shall not undertake any publicity relating to the confidential nature of any project, until such time as the project is deemed to be within the public domain through but not limited to public release of product, pre sales notice of release, film festival usage, online publication, press release, or other sources.

4.4 What is Bobo shall take all reasonable precautions to insure privacy of work is upheld, and will not reveal any classified information except to the extent that it is necessary to disclose such information to its employees and representatives for the purpose of evaluating and executing the work.

4.5 If there are any such restrictions, embargo, release date, classified nature or other in place for the release of work then it is the clients responsibility to inform What is Bobo Ltd of such restrictions during the course of the project.

#### **5: COST VARIATION**

5.1 All costs are supplied for the work detailed, and any work over those detailed will incur additional costs. What is Bobo Ltd shall inform the client of the costs change so the client can confirm approval of the new costs.

5.2 Changes requested by the client beyond those intended within the original project specifications may be subject to addition billing at an hourly rate of no less than £50 per hour. This rate shall also govern additional work authorised beyond the maximums specified within a job quote, scope of other communication relating tot the scope of the project.

#### **6: PRELIMINARY WORK**

Work carried out whether experimentally or otherwise at the Client's request will be charged unless agreed otherwise prior to commencement of job.

#### **7: CANCELLATION, SUSPENSION, or DELAY OF WORK**

7.1 Should any jobs which have been briefed to and started by What is Bobo Ltd be subsequently cancelled by the client, then the client is responsible for all costs, charges and expenses that have been reasonably incurred or committed to by What is Bobo Ltd in the design or production of the job up to the time of cancellation.

7.2 If work is suspended at the request of the Client or delayed through any default of the Client, What is Bobo Ltd shall be entitled to payment for work already carried out.

#### **8: PROOFS**

What is Bobo Ltd recommends that all print work be subject to printed proofing. A printed wet proof, where final content of job being printed is printed on the final specific paper stock, on the specific printing press of final job is the only way to achieve 100% accuracy of colour reproduction. What is Bobo Ltd cannot guarantee colour of final print work unless a printed wet proof is produced. Should the Client deem this unnecessary or choose to have any other form of printed proof produced then What is Bobo Ltd holds no responsibility for colour of final printed material.

## **9: PAYMENT, INVOICES AND INTEREST**

9.1 Unless otherwise agreed in writing, payment of invoices shall be made in full within thirty (30) days of the date of invoice. What is Bobo Ltd reserves the right to suspend the provision of services where amounts are overdue until such time as all overdue amounts have been paid in full. The Client shall not be entitled to withhold payment of any amount due to What is Bobo Ltd by reason of any set-off, counterclaim, abatement or other such reason. What is Bobo Ltd shall not be obliged to make deliveries to the Client while the Client is in arrears with any payments to What is Bobo Ltd .

9.2 Interest shall be payable on overdue accounts at a rate of 3% per month from the due date of payment until receipt of full amount has been received by What is Bobo Ltd.

9.3 Issued invoices will stand unless contested within ten (10) working days from date of issue.

9.4 All payments shall be made in UK funds by either cheque or bank transfer.

## **10. PROOF READING**

Whilst What is Bobo Ltd shall make every effort to ensure that final products are free of any grammatical and spelling errors, it is agreed that it is the clients responsibility to ensure that there are no spelling or grammatical errors contained in the final product prior to publication, print or other release of project into the public domain. It is agreed that What is Bobo Ltd are not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, committed to print, or posted in view of the public at the request of the Client

## **11. SUB CONTRACTING**

What is Bobo Ltd reserve the right to assign subcontractors to a project to ensure continued smooth running of a project. All sub contractors will be governed by the same terms and conditions as laid out here.

## **12. SEVERABILITY**

If any part of these Conditions is held to be invalid, illegal or unenforceable, whether in whole or in part, then such part shall be severed from the remainder of the Conditions which will continue to be valid and enforceable to the fullest extent permitted by Law. Such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of these Conditions.

## **13. CLAIMS**

Claims for defects, damages, and / or shortages must be made by the client in writing within a period of fifteen (15) days after final delivery of all or any part of order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms and conditions and specifications.

## **14. WEBSITE USAGE**

14.1 By continuing to use this website, you are agreeing to comply with and be bound by the following terms & conditions of use, which together with our privacy policy govern your relationship with What is Bobo Ltd in relation to this website.

14.2 If you disagree with any part of these terms and conditions, please do not use this website.

14.3 The terms 'What is Bobo' 'What is Bobo Ltd' and 'Bobo' used within this website refer to the owner of the website whose registered address is Ealing Film Studio, Ealing Green, Ealing , London, W5 5EP. The term 'you' refers to the user or viewer of our website.

14.4 The use of this website is subject to the following terms of use:

14.4.1 The content of the pages of this website is for your general information and use only. It is subject to change without notice.

14.4.2 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

14.4.3 This website contains material which is owned by, licensed to, or we have been given permitted use of. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with a copyright notice.

14.4.4 Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

14.4.5 This website may include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

14.4.6 Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **15. LAW**

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.