



**THE BOY IN THE CORNER LIMITED
TERMS AND CONDITIONS OF BUSINESS**

Parties:

A. **THE BOY IN THE CORNER LIMITED** of 43-45 Tunstall Road, Brixton, London SW9 8BZ, (registered number 06633816 ("TBITC")).

B. _____ ("the Client") of _____

Recital:

The client wishes to engage TBITC to make podcasts/provide voiceover services/ engage in post production and editing of audio/visual resources supplied and has agreed with TBITC that all Work will be carried out on the Terms and Conditions ("the Terms") set out below.

The Terms:

Duties of TBITC

1. TBITC agrees to provide, pursuant to and on the terms of individual instructions from the Client, a service to the Client to make podcasts/provide voiceover services/ engage in post production and editing of audio/visual resources supplied ("the Work")
2. TBITC shall be entitled to update these Terms from time to time and may publish latest versions of these terms and conditions at www.theboyinthecorner.co.uk. Any such update will apply to future instructions for the Work from the Client.
3. TBITC's fees for the Work ("the Price") will be agreed at the time of the client providing instructions for the Work.
4. In consideration of the payment by the Client of the Price and subject to the Terms, TBITC agrees to carry out the Work for the Client.
5. TBITC warrants to the Client that the Work will be carried out using reasonable care and skill at all times.
6. On receipt of a request for an amendment to the Work, TBITC shall within 48 hours or such other period as may be agreed between the parties, advise the Client in writing or by email whether or not it accepts the amendment and of any conditions of such acceptance and whether there will be any effect of the amendment on the Price for the Work or on the deadline for completing the Work.
7. TBITC undertakes to use all reasonable endeavours to carry out the Work within the timescale requested by the Client but time shall not be of the essence so far

as completion of the Work is concerned. If no time is specified by the Client for the Work, then the Work will be carried out within a reasonable time.

8. TBITC shall not be liable for any delay in the supply of the Work due to non-performance, delay or defective performance or other actions or omissions of the Client or any of any third party. Without limitation to the above, if any third parties engaged by the Client in relation to the Work provide work or services that are not compatible with or that cause a delay in the provision of the Work then:

- 8.1. TBITC shall be entitled to charge the Client for any additional Work that results therefrom or for any additional costs that result therefrom; and

- 8.2. In the event that such non-compatibility is so severe as to materially impact on the ability of TBITC to deliver the Work, TBITC shall be entitled on written notice to the Client and without prejudice to any other rights that it may have, to terminate this Agreement or the contract for the Work.

Duties of the Client

9. Where applicable the Client shall deliver to TBITC all audio material, scripts and direction for the work in order for TBITC to carry out the Work in the agreed format. Unless otherwise agreed in writing, TBITC will not be responsible for checking any such content and this shall be responsibility of the Client.
10. The Client will provide instructions in writing or by e-mail for the Work to TBITC which shall be deemed to be conclusive evidence of a contract for the Work. The Client will provide TBITC with a suggested deadline for receipt of the Work.
11. It is the responsibility of the Client in relation to the Work to specify any particular requirements that it has in respect of the Work.
12. The Client shall pay the Price for the Work when it falls due and all payments under this Agreement shall be made by the Client, free from and without set-off, withholding, counterclaim or deduction whatsoever.
13. The Client acknowledges that TBITC may engage in work with other companies within the same sector as the Client. If the Client requires exclusivity within their sector they may request this from TBITC in writing. No guarantee is given that this request will be granted and if an offer of exclusivity is made by TBITC, a charge may be levied.
14. The Client may, subject the Terms, at any time make amendments to their instructions for the Work in writing or by email.
15. Upon termination of this Agreement howsoever arising, the Client shall be immediately liable for all accrued fees and fees that are outstanding at that time.

Payment

16. Upon the completion of the Work, TBITC will invoice the client for the Price. All invoices will become due and payable 28 days from the date of the invoice.
17. Any invoice that is not paid by its due date shall bear interest a rate of 5% per annum above the Bank of England base rate from time to time. Such interest

shall accrue and be calculated daily from the due date until the date of payment and shall be compounded at such intervals as TBITC may determine.

18. In the event that the Client does not, after written demand from TBITC pay any outstanding fees, TBITC reserves the right to terminate all services and cease any Work.

Termination

19. TBITC shall have the right to terminate this Agreement without liability to the Client for any loss that may be sustained or otherwise, upon or at any time after the happening of the following events without giving prior notice to the Client if:

- 19.1. The Client, if an individual, dies or suffers from mental disorder.

- 19.2. The Client convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of its creditors) or if the Client is unable to pay its debts (within the meaning of s123 of the Insolvency Act 1986) or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Client or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Client or for making of an administration order.

- 19.3. It becomes or may become unlawful in the opinion of TBITC for TBITC or the Client to maintain or give effect to all or any of the obligations under these Terms or otherwise to carry on its business or in the opinion of TBITC the instructions received from the Client are to carry out work that is unlawful.

- 19.4. The Client fails in any respect to observe or perform in whole or in part any of the provisions of, or commits a breach of any of the representations, warranties or undertakings contained in the Terms or in any instructions to TBITC.

20. TBITC shall have the right to terminate this Agreement with immediate effect by notice in writing to the Client if the Client fails to make any payment when it becomes due.

21. On termination:

- 21.1. TBITC will destroy all back up data, project material including audio and scripts and will remove all Client references on any official/affiliated websites.

- 21.2. The Client will destroy all log-in and ftp log-in information provided to them by TBITC.

Intellectual Property Rights

22. The Client grants to TBITC for the duration of the Work, a royalty-free, world-wide, non-exclusive licence to use, for the purposes of the Work, the content supplied by the Client. The Client warrants that such content does not infringe the

intellectual property rights of any third party. The Client hereby indemnifies TBITC in the event of any liability or loss caused due to a breach of this provision.

23. Save in respect of any items owned by third parties, copyright in the Work produced by TBITC is owned by TBITC. Unless otherwise agreed in writing between the parties, upon payment of the Price, TBITC shall (subject to any third party rights) grant to the Client a royalty free, world-wide, non-exclusive licence to use the Work carried out by TBITC. TBITC retains the right to use the Work as an example of its Work.
24. The Client warrants and represents to TBITC that any elements of audio, visual and or scripts supplied to TBITC for use in the Work or otherwise in relation to the Work are owned by the Client or that the Client has permission from the rightful owner to use these elements and that the use by TBITC of such material shall not infringe the Intellectual Property Rights of any third party.

Libel

25. The Client hereby warrants that the content supplied by it to TBITC will not contain any defamatory, libellous or slanderous statements or material and the Client hereby indemnifies TBITC in the event of any liability or loss caused to TBITC due to a breach of this provision".

General

26. TBITC shall be under no liability to the Client in respect of any indirect, special or consequential loss or damage. All warranties which but for this provision, would or might be implied by law, including (without limitation) warranties as to due care and skill or fitness for purpose are hereby excluded to the fullest extent permitted by law.
27. TBITC shall not be liable to the Client for any liability arising out of or incidental to this agreement unless it arises from a breach of this agreement which is attributable to the negligence of TBITC.
28. The entire liability of TBITC in respect of any claim whatsoever in connection or arising out of this Agreement, whether or not arising out of negligence, shall be limited to the Price paid by the Client for the relevant piece of Work.
29. Under no circumstances will TBITC be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such loss was reasonably foreseeable or TBITC had been made aware of the possibility of the Client incurring such a loss.
30. No party who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement.
31. The Client agrees that nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties.
32. These Terms (together with any instructions for the Work) constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all oral communications and prior writing with

respect thereto. No other terms and conditions of business, whether of the Client or any other person, will govern this Agreement.

33. This Agreement will continue until completion or until terminated in accordance with its terms.
34. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administrator, the act or omission of any ISP or the delay or failure of any third parties. The effected Party shall in the event of Force Majeure be entitled to a reasonable extension of time within which to perform its obligations after notifying the other Party of the nature and extent of such events.
35. The benefit of this agreement may not be assigned or transferred by the Client without the prior written consent of TBITC.
36. Any failure by either party to exercise any right and any delay, forbearance or indulgence by either party in exercising any right, power or remedy under this agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time.
37. Should any one of more provisions of this Agreement be held to be invalid, unenforceable or illegal, the remaining provisions will be construed independently of one another and those not so held will continue in full force and effect.
38. The Client shall take all necessary steps to ensure that the terms of any contract for the Work are kept confidential unless disclosure is required by law or TBITC provides written consent to its disclosure.
39. This agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

