1.1.2025

Terms and Conditions.

General

Application and entire agreement.

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (Services) by LHsignsolutions Ltd a company registered in England and Wales under company number 08860194 whose registered office is at 50 Cedarcroft road, Chessington, Surrey, KT9 1RP (we or us) to the person buying the services (you).

2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.

3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A business day means any day other than a Saturday, Sunday or bank holiday.

5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.

7a. Any task that is conducted for which we are not particularly certified to undertake, (e.g. Electrical, Structural alteration and surveys) will not come with any guarantee, and LHsignsolutions Ltd will not be held liable for any defects or safety implications arising thereafter. Structural signage will be built "only"

in accordance with supplied structural and technical drawings and in the assumption that previous structural calculations have been conducted by a certified vendor provided by the client.

8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.

9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.

11. If you do not comply with clause 10, we can terminate the Services.
We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations)

12. We are not liable for any delay or failure to provide the services if this is caused by your failure to comply with the provisions of this section (Your obligations)

Fees

13. The fees (Fees) for the Services are set out in the quotation and are on a time and materials basis.

14.In addition to the Fees, we can recover from you (a) reasonable incidental expenses including, but not limited to, specialist plant, access equipment, travelling expenses, parking, hotel costs, subsistence and any other associated expenses, (b) the cost of services provided by third parties and required by us for the performance of the Services, and (c) the cost of any materials required for the provision of the Services.

15. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.

16. The Fees are Exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment

17. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 1 day from the date of the quotation, (unless the quotation has been withdrawn).

18. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

19. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes, and additional costs will be included in the Fees and invoiced to you. A £180 cancellation of service fee will be applied if any agreed service is cancelled after 12 noon on the day before that service was required.

20. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a parties control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

21. We will invoice you for payment of the Fees either:

a. when we have completed the Services; or

b. on the invoice dates set out in the quotation.

22. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms signed and agreed between us.

23. Time for payment shall be of the essence of the Contract.

24. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we may charge a late payment fee (per invoice),associated legal and recovery fees plus interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.

25. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

26. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you. We reserve the right to remove goods (whether our goods or yours) if our services are not paid for.

27. Receipts for payment will be issued by us only at your request.

28. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

29.(On written and signed agreement only) we can assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any qualified third party.

30. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

31. We can terminate the provision of the Services immediately if you:

a. commit a material breach of your obligations under these Terms and Conditions; or

b. fail to make payment of any amount due under the Contract on the due date for payment; or

c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or

d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

32. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

Liability and indemnity

33. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

34. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

35. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:

a. any indirect, special or consequential loss, damage, costs, or expenses or;

b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or

c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

36. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

37. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Circumstances beyond a party's control

38. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be conducted under these Terms and Conditions.

Communications

39. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

40. Notices shall be deemed to have been duly given:

a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated.

c. on the fifth business day following mailing, if mailed by national ordinary mail; or

d. on the tenth business day following mailing, if mailed by airmail.

41. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

42. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

43. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

44. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.

Survey specific

1. LHsignsolutions Ltd confirms that surveys are accurate up until the date of survey "only".
We cannot be held liable for any changes that may occur after this date.

2. Surveys provided are for dimensions, access and professional technical "Advice" only.
Advice does not constitute any form of an instruction to manufacture and is not an acceptance of any liabilities. We do not carry professional indemnity insurance for surveys.

3. Permits for the loading of temporary structures, technical drawings and any required structural calculations should be exchanged between the relevant parties in advance of any work being undertaken.

4. Artwork verification requests that append to outdated surveys are not guaranteed and will be given as advice only. Verifications are chargeable at our standard hourly rates and must be booked in.

5. We offer no responsibility if any verbal additional instructions deviate from the "original" job instruction. Under these circumstances this must first be requested in writing.

Drone/photography specific.

1. The following terms and conditions apply to all projects conducted unless specific exclusions or exceptions are given to the client in writing.

2. These Terms and Conditions apply to all photo, graphic, video and associated audio product created by LHsignsolutions Ltd, including all moving and still images and sound recordings of whatever form.

3. Acceptance of a proposal, quotation and/or issue of a purchase order from the client, is acceptance and agreement of the Terms and Conditions stated below, which forms the contract between LHsignsolutions Ltd and the client.

Costs

4. Costs will be discussed during initial conversations/meetings between the client and LHsignsolutions Ltd. Costs may be estimated and inferred to, but the cost referred to on the final accepted quote – and the deliverables outlined on that quote – are the cost of the production.

5. Costs will be dependent on the type and length of the production, as well as time spent on pre-production, production and post-production. Should any of these change during production, additional costs may be incurred. Any additional costs to the production will be notified, agreed in writing and charged accordingly to the client.

Expenses

6. Production fees shall be exclusive of disbursements and expense items related to the agreed project unless otherwise noted. These include fees such as messenger services, postage, overseas telephone

charges, colour photocopying, photography and prints, disc or tape duplications, creation of audio and video streaming files, travel, accommodation, subsistence, and similar items which will be invoiced to the client on the relevant project, or separately as necessary.

Pre-Production Requirements

7. It is the Clients responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final video production.

8. No liability will be accepted by LHsignsolutions Ltd for and delays or failure to deliver the agreed product if caused by any element which is the Clients responsibility.

9. Where copyright material is provided by the client for incorporation into an LHsignsolutions Ltd product, permission must be obtained from the original copyright owner/material provider.

10. The client undertakes to indemnify LHsignsolutions Ltd against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

11. In the case of animations or videos with storyboards, final storyboards must be signed off by the Client before production work begins. This is an agreement to conduct work along the lines outlined in the storyboard and changes to this structure may incur additional charges.

Production

12. All works undertaken will be as per the agreed to quotation. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates.
A standard filming day is 10 hours of time on location (inclusive of lunch breaks and travel time). Any additional overtime required by the project or client on the filming day may be subject to additional costs.

13. Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Clients responsibility to ensure that we have clear access to all relevant locations and contributors required. Delays in production as a result of inadequate access or facilities may incur additional charges.

14. LHsignsolutions Ltd takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and/or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. LHsignsolutions Ltd will observe the site safety rules at all times and will liaise with the appropriate contact outlined by the Client.

Additional Content

15. If a project requires additional content, this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes**.**

Insurance

16. LHsignsolutions Ltd carries public liability insurance cover of one million pounds. A copy of our insurance certificate can be provided on receipt of a request to our office. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the quotation.

Adverse Weather Conditions

17. In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

'Client Delays'

18. In the event of filming being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the quotation, we reserve the right to re-schedule the affected days of filming and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s).

Post-Production Feedback and Amendments

19. A total of two sets of feedback and amendments are included in the cost of LHsignsolutions Ltd productions, unless otherwise specified. This includes delivery of a first rough cut and implementation of first changes, delivery of a second cut and implementation of second changes and a delivery of a third cut and implementation of final changes. After the final changes there can be no further changes to the structure of the video, and we will colour grade the video. There will be one round of changes on the grade if required.

20. If changes extend beyond these three rounds of video changes or one round of colour grading changes, any subsequent revisions or significant re-edits will be charged at our current post-production day rate.

21. On delivery of the final master video, any technical issues encountered in the video will be corrected free of charge by LHsignsolutions Ltd. LHsignsolutions Ltd reserves the right to quote and charge accordingly, any ongoing and additional post-production incurred outside of the agreed contract. Once complete video sign-off has been received from the client in writing and a final master file delivered, any changes to the video beyond that point will be subject to a re-mastering fee charged at our current daily rate. This is to cover the costs of making amends and re-exporting the files.

Project Duration and Delivery

22. Any indication given by LHsignsolutions Ltd of a project's duration is to be considered by the customer to be an estimation. LHsignsolutions Ltd will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the client. In all cases our liability will be limited to the agreed total cost of the project, less any costs incurred by us for any work already done on the project provided such work is within the agreed quote. Any contract requiring LHsignsolutions Ltd to work to specific deadlines provided within the written

agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with LHsignsolutions Ltd, its servants or agents, as necessary. LHsignsolutions Ltd will not under any circumstances be responsible for any loss, damage or costs arising from the late, erroneous, or non-delivery of the product.

Copyright and Ownership

23. LHsignsolutions Ltd asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by LHsignsolutions Ltd and is protected under UK law.

24. In alignment with UK law, when a client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing.

Usage licence – rights to the use of project content

25. Where the Client provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies LHsignsolutions Ltd against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material.

26. We retain all rights to the usage of footage captured during the production of any client-commissioned project. As part of our video production service, we will grant a time-unlimited licence for use of that footage to the Client subject always to the following express condition:

27. LHsignsolutions Ltd retains all copyright over any content we produce. A usage licence grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy or alter the content in any way.

28. We reserve the rights to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes.

29. LHsignsolutions Ltd assigns to the Client a licence to use the video production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

30.Provided that all monies due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions the Client is granted a perpetual usage licence relating to the video material in its delivered form.

31. Until all payments are made in full, the copyright and ownership of all edits and material shot or created remains the full copyright and ownership of LHsignsolutions Ltd. Any material published that has not been fully paid for, will be copyright-claimed by LHsignsolutions Ltd to the publishing platform.

32. We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other clients unless (a) we have granted an exclusive licence to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client.

33.Once you publish your video into the PUBLIC DOMAIN, it is assumed to be acceptable by you (unless otherwise stated by you) for any talent that feature in your video (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in your video for the purpose of the talent's own showreel and marketing use (in whole or part use).

34. A project will only be publicly released by LHsignsolutions Ltd and the client once both parties (LHsignsolutions Ltd and the client) approve all content as complete and satisfactory and confirms this in writing. Clients are not permitted to release any form of preview/work-in-progress content to the public or their end user.

Watermark

35. LHsignsolutions Ltd reserves the right to watermark all or any, preview or completed videos until the total payment is made in full – at which point, the clean 'public ready' final version will be released to the client.

Supply of Raw Footage/All Footage Filmed

36. RAW files are not supplied to the client as standard. RAW/video files can be supplied for an additional fee. (plus the cost of a hard drive and postage).

37. Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of LHsignsolutions Ltd , and copies will be given over to client at the discretion of LHsignsolutions Ltd. Copies of footage can be requested by clients, but this does not mean that project files will be transferred over by default.

Payment Schedule

Unless otherwise stated, our payment schedule for projects is as follows.

38. 50% of total project value deposit, paid on receipt of invoice following agreement to quote. Which is non-refundable.

39. Your production is not secured and booked in until this deposit payment clears in LHsignsolutions Ltd bank account or a Purchase Order or similar document has been raised and shared with us.

40. 50% once all filming has been completed and upon final delivery of all signed off content.

Payment Terms

41. Our payment terms are strictly 30 days from date of invoice and in the event of an order being confirmed the Client accepts these terms.
42. Where feasible, deposit payments are to be processed as soon as possible, if for accounting reasons this is not possible, they are subject to the same strict 30-day terms. Your production is not secured and booked in until this deposit payment clears in LHsignsolutions Ltd bank account.

Late Fees

43. We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998. E & OE.

44. We 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.

45. After the invoice due date, at our discretion a fee of 5% of invoice value will be added to the invoice for every working week until the invoice clears in LHsignsolutions Ltd bank account.

46. The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. LHsignsolutions Ltd reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this Agreement are conditional 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 administration of changes.

Unsuitable Content

47. LHsignsolutions Ltd reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal. Should such a submission occur, the client will be advised which information was deemed unsuitable and requested to amend the information. If the client can show good reason to use the "unsuitable" information, its inclusion may be considered.

Liability for errors after sign-off

48. LHsignsolutions Ltd cannot be held liable to any party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

Termination of contract

49. The client may terminate the contract at any time by written notice of termination, and on settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by LHsignsolutions Ltd unless any other written agreement is reached in advance.

Cancellation Policy

50. In the event of a cancellation of this contract the following fee policy will apply.

More than 15 days prior to work beginning – 25% of total fees will be due and payable.

Less than 15 days prior to work beginning – 50% of total fees will be due and payable.

Less than 5 days prior to work beginning – 100% of total fees will be due and payable.

All Terms and Conditions stated within this entire document are deemed acceptable to the Client upon receipt of a confirmed order or instruction to proceed given by any means. Including but not limited to: the provision of Purchase Order; written or verbal acceptance of a quote; instruction to book out the studio calendar; and processing of the deposit invoice. This document shall be taken as an agreement between the Client and LHsignsolutions Ltd under UK law.