



Candle & Bell Limited

Terms and Conditions of Sale

These Terms and Conditions shall govern each and every order and shall form part of the agreement between Candle & Bell Limited and its Clients. No variation of any term set out herein shall be effective unless agreed in writing by both parties.

1. The Client agrees that they have commissioned Candle & Bell to produce a video, animation, Film, documentary or new media project , and agree to the budget and schedule set out by Candle & Bell. The copyright of all material that has been captured by Candle & Bell Limited is solely owned by Candle & Bell Limited and is protected under UK Law. Upon completion of a project, we will, in some instances and for an agreed upon fee, transfer the Ownership to the Client. Candle & Bell still reserves the right to use the footage, media, graphics and sound recordings in sections or in its entirety, for promotional purposes.
2. Candle & Bell Limited expects 25% of the quoted fee on signing of the contract and the remaining 75% on completion of production. Any alterations must be agreed to in a separate contract and signed by both parties.
3. Candle & Bell Limited will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.
4. Final payment is due no later than 30 days after the date of the final invoice.
5. Payment may be made by bank transfer or cheque.
6. Candle & Bell reserve the right to charge the client for travel, food and accommodation expenses.
7. Candle & Bell reserves the right to charge additional costs should the Client:
 - Request amendments to the Product which go beyond the initial specifications agreed on signing the contract.
 - Fail to meet approval dates or sign off on key aspects of the production in accordance with our requests, and additional costs result in such delays.
 - If there are delays in the supply of source materials.
8. Candle & Bell Limited will give the Client written notice of any additional costs and shall not incur such additional costs without prior consent. Such costs shall be added to the final installment payable.

9. A Client may terminate the contract at any time by written notice of termination.
10. When a Client terminates a contract, they will remain liable to pay in full for all the work previously undertaken and in progress by Candle & Bell Limited unless any other agreement is reached in advance.
11. Candle & Bell reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, is libelous, defamatory or illegal.
12. Any confidential or proprietary information which is acquired by Candle & Bell Limited from a client, company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Candle & Bell Limited will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
13. We hereby grant an exclusive royalty free license to the Client to use the Intellectual Property for use throughout the world to a non-paying audience. Candle & Bell will retain the right to use all approved footage for their own promotional purposes and display the final video on all websites and social media pages relating to Candle & Bell.
14. The Client acknowledges Candle & Bell Limited should be credited in an appropriate manner that both parties agree to and that the Client will not edit or alter the finished product in any way without the consent of Candle & Bell Limited.
15. The Client grants Candle & Bell Limited a non exclusive royalty free license to use all materials supplied for the purpose of this agreement.
16. The Client hereby warrants that they have obtained all necessary rights, permissions and licenses for the use of all materials supplied to Candle & Bell. For the avoidance of doubt this includes all third party or voice-over references.
17. The Client will undertake to indemnify Candle & Bell Limited fully and defend us at their own expense against all costs and losses whatsoever incurred by Candle & Bell Limited, its employees or agents as a result of any claim made against Candle & Bell Limited or any of them as a direct or indirect breach by the Client of any part of clause 16.
18. Any contract requiring Candle & Bell to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves available to communicate with Candle & Bell limited. If deemed not to have been so then Candle & Bell Limited cannot be held responsible for failing to meet a deadline.
19. Candle & Bell Limited office hours are 9.30 am to 6.00 pm Monday to Friday.

20. Any claim must be made in writing to Candle & Bell Limited within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.

21. Candle & Bell Limited shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including Act of God, Legislation, War, Fire, Flood, drought, Failure of Power Supply, Lock-Out, Strike or any action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. In the event of any such complications the Client may, by written notice to Candle & Bell Limited, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.