



## In The Picture: Standard Terms and Conditions

### Definitions

- ITP: In The Picture Limited. Email: [info@inthepicture.info](mailto:info@inthepicture.info);  
Address: 5, 21 London Fields East Side, London E8 3SA;  
Phone: +44 (0) 20 7193 1012; +44 (0)793 200 6538  
Web: [www.inthepicture.info](http://www.inthepicture.info)
- Client: Any individual or organisation who is contracting with ITP to provide Client with goods and/or services from ITP.
- Work: Any physical goods, consultancy, software, recordings, ideas and concepts developed in connection with Client, services both physical and virtual and generally anything which results from time and/or money being spent by ITP on behalf of Client.
- 1 **Standard Terms & Conditions.** these are the standard Terms and Conditions which apply to all Work undertaken by ITP for any Client whether free of charge or for an agreed charge in money or in kind.
  - 2 **Variation.** If any of these terms shall be varied in any document exchanged between ITP and Client only the specific clause or clauses referenced in the documentation shall be varied. All other clauses in the standard Terms & Conditions shall apply.
  - 3 **Communication between the parties.** Written Communication between ITP and Client shall be via eMail; or Post in that order of preference. Both methods are equally valid forms of written communication. Valid ITP addresses for any communication are given above.
  - 4 **Quotation.** The Work shall be as defined in a written quotation from ITP to Client and no variation shall be considered binding upon either party until confirmed by written confirmation. A quotation may also take the form of items specified from a fixed price list published by ITP.
  - 5 **Contract.** Acceptance of the Quotation by Client creates a Contract between Client and ITP and commits ITP and Client to fulfil their respective obligations as set out in the Quotation to their best ability. A "go-ahead" order by Client is confirmation that the Quotation has been accepted.
  - 6 **Standard of Work.** ITP will at all times use its best endeavours to complete the Work to the standard proposed in the quotation and will work in good faith to meet Clients needs in a competent and professional manner.
  - 7 **Definition of Work.** Client will be as helpful and pro-active as reasonably possible to ensure that ITP are as fully briefed as necessary by Client about Client's expectations of the Work.
  - 8 **Taxes.** All monetary figures in a quotation will be net of the VAT rate appropriate at the date of Final Delivery.
  - 9 **Final Delivery.** Final Delivery of completed Work is deemed to have taken place when the final action proposed in the quotation has been completed whether this be in the form of a physical delivery; electronic delivery; a written report or notification that software amendments have been completed.
  - 10 **Acceptance Period.** Unless Client notifies ITP in writing of refusal to accept Final Delivery for cause within 7 (seven) days ITP shall be entitled to raise the agreed invoice which will be due for payment within 30 days thereafter.
  - 11 **Rejection of the Work.** The reasons for any refusal to accept Final Delivery shall be made by Client in writing within 7 (seven) days of Final Delivery to the ITP officer who issued the original quotation or to the ITP officer nominated in the quotation as being responsible for the fulfilment of the Work. Client's reasons will be set out in a clear and unambiguous manner so that ITP can easily understand Client's concern(s) and, if justified, act to resolve them in a speedy and effective manner.
  - 12 **Completion of Contract.** Title to The Work does not pass to Client until the relevant invoice or invoices have been settled in full.
  - 13 **Payment withheld.** In the event of a payment dispute, Client agrees to cease immediately from any use to which Client may be putting the Work and to work in good faith with ITP to resolve the payment dispute in the shortest possible time.
  - 14 **Duty to pay.** If any ITP invoice is not settled in full by the due date as given on the invoice, a payment dispute is deemed to exist.
  - 15 **Failure to Pay.** If Client has not settled a valid invoice by the due date ITP reserves the right to make additional charges to Client which reasonably reflect the value of the time and energy which ITP has to spend to receive payment due. These charges may include the cost to ITP of bank lending which ITP has had to incur as a result of late payment by Client and/or court fees.
  - 16 **Ownership.** On settlement, Client shall acquire full and irrevocable rights to use the Work within their organisation in any way which does not involve copying or replicating the Work more times



than stated in the original quotation. Unless specifically reserved to the Client, copyright in the content of the Work, the ideas, methods, styles and general know-how shall remain in perpetuity with ITP.

- 17 **Confidentiality.** With the exception of marketing activity (see 18) all dealings between ITP and Client shall be confidential and both parties accept that revealing confidential information which is not already in the public domain to third parties may cause loss and/or damage to one of the parties.
- 18 **Marketing.** Unless otherwise agreed in writing, Client grants ITP the right to use any part of the Work in marketing literature whether printed or electronic and generally for the creation and promotion of the goods and services provided by ITP. In the event that Client lodges an objection based on 17 (Confidentiality), ITP will do everything in its power to correct any problem of substance. In cases where ITP can anticipate that Client may be concerned, ITP will seek prior consent from Client, such consent not to be unreasonably withheld or delayed for more than 7 (seven) days.
- 19 **Law.** Any dispute arising in connection with this document will be resolved under English law.
- 20 **Severability.** Any part of this document deemed to be unenforceable shall be treated as if it had been removed in such a way as to leave the intent and effect of the remainder of the document unaffected.
- 21 **Implied terms.** Throughout this document use of the singular also implies the plural and vice-versa. Use of the masculine implies the feminine and vice-versa.

ITP Standard Terms & Conditions v11.01