



MASH
PRODUCTIONS



MASH
PRODUCTIONS

T&C'S

Application and Entire Agreement

These Terms and Conditions apply to the services provided by Mash Media, a company registered in England and Wales under number 4428388, with a registered office at 2nd Floor Apple Market House, 17 Union Street, Kingston Upon Thames, KT1 1RP (referred to as "we" or "us"), as detailed in our quotation, to the individual or entity purchasing our services (referred to as "you").

By accepting our quotation or from the date of any performance of the services (whichever occurs earlier), you are deemed to have accepted these Terms and Conditions, and they, along with our quotation, constitute the entire agreement between us.

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

Interpretation

A "business day" means any day other than a Saturday, Sunday, or bank holiday in England and Wales.

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

Words denoting the singular number shall include the plural, and vice versa.

Services

We warrant that we will use reasonable care and skill in performing the Services and that they will comply with the quotation, including any specification, in all material respects. We may make any changes to the services necessary to comply with applicable laws or safety requirements, and we will notify you if such changes are necessary.

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

Your Obligations

You must obtain any permissions, consents, licenses, or other requirements necessary, and you must provide us with access to all relevant information, materials, properties, and any other matters necessary for us to provide the Services.

Failure to comply with clause 9 may result in our termination of the Services.

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

Fees and Deposit

The costs associated with the Services are

outlined in the quotation and referred to as "Fees."

In addition to the Fees, we reserve the right to recover

- a) reasonable incidental expenses, including but not limited to travel expenses, hotel costs, subsistence, and any other relevant expenses,
- b) the cost of services provided by third parties that we require to perform the Services, and
- c) the cost of any necessary materials for the provision of the Services. We will attempt to agree on these costs in advance whenever possible.

Any additional services we provide that are not specified in the quotation must be paid for by you according to our current applicable daily rate at the time of performance, or an alternative rate agreed upon between us. The provisions outlined in clause 14 also apply to these additional services. We will attempt to agree on these costs in advance whenever possible.

The Fees outlined in the quotation do not include any applicable VAT, taxes, or levies imposed or charged by a competent authority.

Within 30 days of accepting the quotation, you must pay a deposit ("Deposit") as detailed in the quotation.

Failure to pay the Deposit according

to the clause above may result in us withholding the provision of the Services until we receive the Deposit or terminating the contract under the Termination clause outlined below.

The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure. If the failure is not our fault, no refund will be given.

Cancellation and Amendment

We reserve the right to withdraw, cancel, or amend a quotation if it has not been accepted by you or if the Services have not commenced within 90 days of the quotation date, unless the quotation has been withdrawn.

Either party can cancel an order for any reason before your acceptance or rejection of the quotation.

Once a quotation has been agreed upon, we will honour the Services without the option to cancel. In extreme circumstances where we are unable to provide all the agreed-upon Services, we will refund any Deposits that have been paid up to that point.

If you need to make changes to the Services, you must notify us in writing as soon as possible. We will make reasonable efforts to accommodate

T&C'S

your request, and any additional costs will be included in the Fees and invoiced to you.

If circumstances beyond our control, including those outlined in the Circumstances beyond a Party's Control clause below, require us to make changes to the Services or how they are provided, we will notify you immediately. We will make every reasonable effort to keep these changes **to a minimum**.

Termination

The provision of Services may be terminated immediately by us if:

You materially breach your obligations under these Terms and Conditions; or

You fail to pay any amount due under the Contract on the payment due date; or

You are, in our reasonable opinion, about to become, or are already, the subject of a bankruptcy order, or you take advantage of any other statutory provision for the relief of insolvent debtors; or

You enter a voluntary arrangement under

Part 1 of the Insolvency Act 1986 or any other scheme or arrangement with your creditors; or

You convene a 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 undertaking 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 a petition is 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

Unless otherwise stated by you prior to the delivery of the Services, we reserve the right to use any material gathered from our Services provided to you for our own promotional purposes. If you do not wish us to use or have access to any material produced or collected from our Service to you, you must state so in writing prior to the delivery of the Service in question.

Liability and Indemnity

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.

Our total liability is limited to the total amount of Fees payable by you under the Contract.

We are not liable (whether caused by our employees, agents or otherwise) for:

Any indirect, special, or consequential loss, damage, costs or expenses; or

Any loss of profits, anticipated profits, business, data, reputation or goodwill, business interruption, or third-party claims; or

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

Any losses caused directly or indirectly by any failure or breach on your part 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.

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.

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.

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

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, including but 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

T&C'S

terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

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 authorized officer of that party).

Notices shall be deemed to have been duly given:

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

When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

On the fifth business day following mailing, if mailed by national ordinary mail; or

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

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

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

If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that provision(s) will be deemed severed from the remainder of these Terms and Conditions

Law and jurisdiction

The terms of this Agreement shall be governed and interpreted in accordance with the laws of England and Wales, and any disputes arising from this Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.





**MASH
PRODUCTIONS**

To find out more contact
mashproductions@mashmedia.net



**MASH
PRODUCTIONS**