



Our Company

- You are entering into a formal contract of work with Lens Change Ltd (Company number: 09879730).
 - Studio You London is a trading style of Lens Change Ltd and not a legal entity.
- By signing and returning the Commission Statement you are instructing Lens Change to carry out the work outlined in the proposal / specification document with reasonable and due care, in accordance with, and subject to these terms.
- Lens Change reserves the right to use both initial creative concepts and final approved design work for the purposes of the Lens Change and Studio You London marketing activities (both online and offline) unless otherwise requested/agreed with you.
- Lens Change Ltd is required to add GB Value Added Tax (VAT) @ the rate of 20% to its payments for HMRC.
- Our VAT number is 327 2524 15

Changes To Brief

- Where there is a change of project scope requested by the client, Lens Change will inform you in advance:
 - the procedures for implementation of such change
 - the effect on timing for delivery of the project; and
 - the variation to the Fees (if applicable)

Time Tracking

- We believe in ultimate transparency. That is why you will never be paying for nothing. At any time, you can ask your Studio You rep for a 'time tracking report' and we will show you 1) What work was carried out 2) When it was carried out 3) How long it took to carry out.
- If 'out of scope' requests are made, or if more creative process is requested than is budgeted by Lens Change / budgeted for, then our Time Tracking report will be used to show you time spent versus time remaining. This time tracking report will take ultimate precedence to whether client requests are 'out of scope' or not. If new requests exceed the time remaining at this point a new quote will be given for additional work as an add-on to the agreed quote.

Delays & Termination by us

- Large client-side delays during a project can cause our team issues and may affect our ability to continue the project. Therefore Lens Change reserves the right to invoice for any disbursements for part works carried out, including third party costs, incurred on a job should the job be put on hold by the Client for an unauthorised period of 4 weeks or more. In this instance the following procedures and terms will apply:
 - The Client will be given two written warnings notifying it of any unacceptable delays.
 - In the instance of a project termination an invoice for hours spent on the project will be raised and submitted with a time-tracking report. This invoice will be subject to our standard 14 day payment processing terms.



- Resumption of paused works may be possible upon negotiation of new start and end dates as long as the project plan and deliverables remain unaltered.

Payment

- When buying a package, or if you're quoted for a bespoke project which is over £1,000, we operate a 50/50 payment plan whereby half of the quoted cost is invoiced upon contract commencement and the remaining half is invoiced on completion. These payment terms are flexible and can be substituted for a monthly payment plan or similar if required. Please speak to your rep for more details. Payment plans are agreed before project commencement.
- Lens Change must receive full payment no later than 14 days after the date of any invoice. Lens Change reserves the right to suspend or remove services if we don't hear from you regarding payment or to agree alternate payment arrangements during this time.
- As per Guidance from the Small Business Commissioner (SBC) late payments after 30 days are liable (at our discretion) to a one-off £40 late payment fee plus daily interest which can accrue on account. How interest is calculated:
 - Interest = Amount owed x interest rate (8.5%) x (the number of days late/365)
- Continued non-payment may result in us handing the debt over to a debt collection agency to collect the debt on our behalf. This will incur additional fees and interest from the collection agency commissioned. We will always work with you to avoid such a scenario.

Client Termination

- **Project:** If at any point during the Commission a client wishes to cancel, they may do so but will be invoiced at the rate of £30 / hour + VAT for work delivered to date on the project. All staff use time-tracking software and therefore an accurate report of work done can be provided. If your account is in credit due to an up-front or monthly payment, Lens Change will arrange for a reimbursement of any staff hours not yet spent on your project.
- **Website Hosting / Domains:** All hosting services, domains and any performance or storage add-ons are always purchased as monthly, annual or biennial rentals. The following terms apply:
 - Such services are always paid for up-front at the start of the monthly or annual term.
 - At the end of the period, your service will renew automatically until cancelled. Please contact us at least 30 days before your next renewal if you would like to upgrade, downgrade or cancel hosting services.
 - Hosting services cannot be refunded if cancelled. Upon cancellation you're rental will still be available for the remainder of the current period.
- **Film & photo shoots:** If we have confirmed with you a time and date for an on-site video/photo shoot, cancellation by the client over 48 hours before the shoot will incur no charge other than any associated expenses for the booking (e.g. advanced travel purchase, studio hire) which will still be billable to you. Cancellation of a shoot within 48 hours, including on the day, may also be liable to a charge for up to 50% of the quoted fee for that shoot day. This is to contribute to the loss of other work we may have turned down to protect the date of your shoot.



Intellectual Property (IP) & copyright

- All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of Lens Change Ltd until full payment has been made on the Client's account, and all agreed project costs have been cleared. At this point IP and copyright is transferred to the client fully and without limitation, unless the project falls into the following type:
 - **Project type: 2d Vector Animation** - The client is transferred the IP & copyright of the output files only (e.g. mp4s), not the editable files (e.g. Adobe After Effects files) that are used to generate the output. If you require the ownership & receipt of the editable files this will need to be agreed in writing and additional fees may apply.
 - **Project type: Bespoke Application Code (non-Wordpress development projects):** The client is transferred the IP & copyright of the generated application files only, not the editable/origin source code. If you require the ownership & receipt of the editable files this will need to be agreed in writing and additional fees may apply.

Explainer: For both of these project types, unless otherwise agreed in writing, the client pays to receive the final output, which will be delivered in full. The tools that produced the work and the methods of execution are not included as standard, which is an industry norm. Quoted fees by Lens Change Ltd are instead for the product and the labour to generate the product. For all other types of project, editable files are available on request and you are transferred copyright ownership of them post-payment to us.

Your data

- Lens Change will hold any project files, originals and materials for a period of up to 24 months should you wish to request additional digital copies.
- Information, data and materials provided to Lens Change by or at the discretion of the client will be deemed to be confidential and will be the sole and exclusive property of the client. All client data held by Lens Change during and post- commission will be stored securely and in accordance with EU General Data Protection Regulation 2018.

Liability

- Whilst tireless effort is always made to achieve agreed delivery dates, Lens Change cannot accept liability or be held financially responsible for any targets or deadlines being missed.
- Once final proofs/materials have been signed off, Lens Change cannot be held responsible financially or otherwise for any errors relating to print, programming, or digital output.
- Lens Change works hard to advise and establish secure and robust digital solutions. However, Lens Change cannot be held responsible for data loss, or any loss or delay in client data communications.



- It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to Lens Change by the client will have the relevant copyrights, licenses and permissions for use in the commissioned project. Lens Change cannot accept responsibility/liability for infringements caused by any wrongly supplied materials.
- Lens Change reserves the right to commission freelance support, outsource any job, or utilise open-source or correctly licensed marketplace resources (e.g. third-party website plugins) if it is felt it is in the best interests of the client or project. Any outsourced job remains the property/responsibility of Lens Change and such services are deemed to be carried out 'indirectly' by us.
- As part of larger projects which involve 3rd parties commissioned directly by the client, Lens Change will not be held responsible in any way for services not carried out/managed directly or indirectly by us.
- It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by Lens Change.

Requesting changes to a product & disputes

- Lens Change Ltd works hard to achieve client satisfaction, however if you're on a fixed fee project, no delivered product (video; photo archive; web page; print page; logo; or other piece of design / communications), should exceed more than five 'feedback loops' (a cycle of receiving client feedback on the delivered product & Lens Change implementing those changes). Additional staff hours can be purchased if you are on a fixed fee project and would like to continue to develop the product further after this five-round limit. Exceptions:
 - **1) Website Bug Fixing** – Each website comes with a six-month bug fixing guarantee as standard and is therefore not limited to five feedback loops. Bugs are unforeseen software blips that affect a product's performance and functionality, but one of the most common types is a crash. A software crash occurs when the website/application stops performing as expected and fails to load, potentially in the middle of completing an action.
 - **2) Defective Product:**
 - Generally speaking if a client considers a product to be defective (e.g. a video we've delivered has spelling errors in the subtitles, or we've delivered a piece of design to dimensions that weren't agreed), you must notify us immediately so we can rectify the problem. More specifically during a commission:
 - The Client shall inspect the product and each part thereof regularly and shall notify Lens Change immediately if it wishes to reject any part or parts because such do not comply with the Commission Brief or are defective in material and workmanship whereupon Lens Change shall, if such defect is proved, be given 15 working days within which to remedy. If the product is not rejected within 5 working days of the delivery of a project component, then the Client shall be deemed to accept the product.