

1. OUR AGREEMENT

- a. These Terms apply to your online purchase of a The Trainer Explainer® video. In these Terms the agreement between you and us that we create your video in line with your online instructions to us is referred to as the Booking.
- b. Our website provides a general statement of the content, intentions and objectives of our Services to provide a The Trainer Explainer® video, which is a general description of our service, not a contractual representation. The effectiveness of the video product resulting from your Booking depends to a significant extent on your description of what you are trying to achieve with it.

2. EXPECTATIONS

- a. You have made an online order. If this is for a specially commissioned video, your video will be made to respond as accurately and imaginatively to your brief as we can. If your order is for a stock workshop/course/learning product, the design is locked and not changeable and the video is sold as is..
- b. The work is normally undertaken at our premises.
- c. Our objectives, expressed in general terms, will be:
 - to ensure a quality edited video
 - to promote the objectives specified in the brief;
 - to respond accurately to your specification.
- d. In order for us to achieve the best results for you, we need your active co-operation. Specifically, you should:
 - Promptly provide the resources you are responsible for;
 - Generate a clear specification that identifies what you want to achieve.. ...
 - respond clearly to the guidelines we have produced on how to generate clear video specifications
- e. You acknowledge that
 - Your video will be watermarked and/or credited with our brand/trademark to signify our creative input, and you agree that our watermarks/credits will not be removed or replaced or resized at any time.
 - Your video will be our copyright, and you will ensure that our copyright claim is not removed from the video. You are granted a perpetual royalty-free worldwide licence to use and display the video.

3. BUSINESS ARRANGEMENTS

- a. Our Services are provided on a 'business-to-business' basis.
 - The way we work is part of our trade know-how and shall not be under your direction or control.

- We shall continue to market our services and work for other clients and maintain an independent business of our own.

- b. **Geographical restriction:** Our products are currently only available to customers in the United Kingdom. If you are domiciled outside the UK, please contact us separately by email for a review of your requirements and how we may assist you.

4. BUSINESS CONTINUITY AND RESILIENCE

- a. **Availability and deadlines:** We may delegate elements of your work, or entire projects to suitably qualified members of our team to provide an appropriate depth of resources to meet your business deadlines.
- b. All our team are contracted to confidentiality and appropriate GDPR standards where necessary.

5. TIMING AND STANDARD OF PROVISION OF SERVICES

- a. We will use our reasonable endeavours to deliver Services according to the timetable described in the Booking.
- b. If you want additional services, we will be happy to quote you for them.
- c. **Timetables:** Our ability to meet timetables depends on your giving us access in good time to all the information or resources we need from you. If you are late with information or resources, we reserve the right to reschedule Services or you may simply have lost that period of services. There is no automatic right to roll over work from an earlier period.

6. FEES, PAYMENTS AND EXPENSES

- a. Fees and expenses are charged in accordance with the Booking. Where applicable VAT/sales tax will be charged at the appropriate rate.

7. RIGHTS TO USE / COPYRIGHT / TRADEMARK RIGHTS

- a. You are granted a perpetual royalty-free worldwide licence to use and display your The Trainer Explainer® video. You do not have the right to modify or alter the video.
- b. The Rights in information and documents that you supply to us will remain yours.
- c. Your video will remain our copyright work, shall be watermarked and/or credited with our brand/trademark to signify our creative input, and you agree that our watermarks/credits and our copyright claim will not be removed or replaced or resized at any time.
- d. You do not acquire any rights to any templates or structures or methodologies that we used to create Materials.
- e. Information and documents which we provide to you remain our absolute property unless and until assigned to you.

f. You promise not to breach any third-party copyright, trade/service mark or privacy rights in sending us material to work on. You promise not to use any confidential or restricted information that belongs to someone else in sending us work.

8. POLICIES AND PROCEDURES

- a. **Resolving problems:** If there is anything about your project that is not going as you want, or if you have any query or complaint, speak to us straight away.
- b. **Health and safety:** When working at our own premises, we are responsible for our own health and safety.
- c. We handle personal data in accordance with our data privacy policy.

9. CONFIDENTIAL INFORMATION

- a. **Your information and our confidentiality:** You may need to share Confidential Information with us. It may be business information or information about individuals (which is also covered in Clause 10 below). We will only use Confidential Information that you send us to perform the Services set out in the Booking or if we are required to disclose it by law. You should be clear in the specification for your video if you are providing any information to us that should not be included or referred to in your video. In the absence of clear signalling to the contrary, we will assume that all information you provide to us in describing the content for your video may be included by us in the finished prouct.
- b. We may keep some Confidential Information to keep a record of what we did for you. We will keep personal data in line with our data retention policy (a copy of which can be found with our data privacy policy).
- c. **Documents and information:** We will need to agree with you a safe and secure system of you sending us your confidential documents and information (and us returning them to you). We are not liable for data that is not securely transmitted to us.
- d. Note that we may make and keep temporary backups to ensure continuity of service.

10. DATA PRIVACY

- a. We will process your own Personal Data in line with our data privacy policy.
- b. We are subject to a duty of confidence (see Clause 9.a, and Clause b (in relation to our team)).

11. RESTRICTION AND LIMITATION

- a. We will not be liable for delay or failure to provide Services where it is not reasonably practicable to do so due to circumstances beyond our control.
- b. **Indemnity:** You will indemnify us against any fines, costs, expenses, losses or other harm that comes to us from following any unlawful instruction or instruction to act in an unlawful way or instruction that involves a breach of any third party rights that was given by you.

- c. **Limitation of liability:** Our fee rates are determined on the basis of the limits of liability set out in the next four paragraphs. You may request that we agree to a higher limit of liability (provided insurance cover can be obtained therefor) in which case our fee rates may be adjusted, or an additional charge may be made.
- d. There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors arising in any way out of the performance or non-performance of Services or relating to the supply of products.
- e. We shall have no liability for any loss of actual or anticipated profit by you occasioned by any breach by us of our contract, nor shall we have any liability for any indirect or consequential losses or expenses suffered by you, however caused, including but not limited to loss of anticipated profits, goodwill, reputation, business receipts or contracts, or third party claims for losses or expenses.
- f. Our aggregate financial liability to you shall not exceed the fees paid by you for the products or services which gave rise to such liability.
- g. Nothing in these Terms shall be interpreted as excluding or restricting any legal liability on us or others where liability cannot legally be excluded or restricted.

12. DEFINITIONS AND LAW

- a. In these Terms, the following words or phrases have the meaning set out in this clause.

"Booking"	an agreement between you and us, established by you entering details and making payment on our website, that we create your video in line with your online instructions to us
"Clause"	a numbered clause of these Terms of Business.
"Confidential Information"	all information: <ul style="list-style-type: none">- that we discover because of or through our connection with you; and- which is about or relating to you or your business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or your people (including your directors or partners, investors, staff, suppliers, customers, clients, prospects and contractors).

However, "Confidential Information" does not include information that is openly published by you, or information that is publicly available without breach of our confidentiality obligation.

"including"	the word "including" shall not imply any limitation on the generality of the concept or thing of which examples are being given.
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"Materials"	means written, audio and visual materials used or produced in the course of or to support delivery of Services, including handouts, videos, questionnaires, games, case studies, explanatory material, notes, calculations, specifications, reports, designs, drawings, flow charts, plans, reference material, prototypes.
"Rights"	includes: <ul style="list-style-type: none">- intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and- the right to apply for or register any such protection, and- all rights relating to trade secrets and other unpublished information.
"Services"	the work to be supplied or the outcomes to be achieved by us, as set out in a Booking.
"You"	refers to the person, firm or organisation for whom we will perform Services.
"We" and "us"	Wordsmith & Paper Ltd, a company registered in England with company number 10825721.

- b. **No waiver:** If we or you delay or fail to enforce any term of a Booking or these Terms on any occasion, that will not affect or limit our or your ability to enforce that term on any other occasion or at any time.
- c. **Severability:** If any provision or part of a provision of a Booking or these Terms is unenforceable, word(s) shall be struck from the agreement to the minimum extent necessary to make the agreement enforceable and this shall not affect the enforceability of the other provisions of the agreement.
- d. **Law and jurisdiction:** This Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the English courts.