

Video Arts terms and conditions

E-mails and telephone calls to and from the Video Arts Group will be recorded for training and quality purposes.

These Terms and Conditions apply to all customers dealing with the Video Arts Group in the course of their business. Please contact the Video Arts Group on 0845 601 2531 or www.videoarts.com for a copy of terms and conditions which apply to individual consumers. These terms and conditions apply to all orders accepted by Video Arts Group on or after 1 January 2004.

Definitions

Licence: The rights licensed by the Supplier as set out below
Licensee: The organisation or sole trader specified in the relevant order confirmation
Product: The product specified in the relevant order confirmation (including any accompanying or ancillary materials supplied with such product)
Supplier: Video Arts Limited

1. Licence Terms

These are the terms and conditions ("Terms") for an agreement whereby the Licensee agrees to pay for, and the Supplier agrees to supply to the Licensee, one or more Products (either for sale, hire or evaluation as specified in the order confirmation) and whereby the Supplier agrees to license such Product(s) on a non-exclusive basis to the Licensee, subject to the terms of the Licence. All rights not expressly granted to the Licensee in these Terms are reserved to the Supplier.

2. Permitted Use

The Licensee may use or make available the Product for education and training purposes to its officers, employees and those persons whose services are contracted principally to the Licensee ("Permitted Users"). Where licensee is a training consultant, Permitted Users shall include the consultant's bona fide clients, provided that any audiovisual or software Product remains in the possession, and under the control, of the consultant at all times.

3. Evaluation Copies

Where a Product is hired to the Licensee for evaluation purposes, the Licensee may only use such Product for such purpose and shall not use or make it available to any person (including a Permitted User) except those involved in such evaluation.

4. Restrictions On Duplication and Dealing

The Products comprise the intellectual property either of the Supplier and/or one or more third parties and are protected by law. The Licensee shall not (i) copy or duplicate a Product in whole or in part (except as may be required to install a Product supplied on CD-ROM format, as specifically permitted in copies of printed materials supplied or otherwise as permitted by the Supplier in writing), (ii) edit, amend or add to a Product or incorporate it with other material, or (iii) sell, rent, lend, give or sub-license a Product (whether for reward or otherwise).

5. Other Restrictions

The Licensee shall not charge an admission fee for a Product or advertise its use outside the Licensee's organisation, shall only make an audiovisual Product available at any one time on a single TV or computer screen and shall not exhibit or disseminate a Product by any means of terrestrial, satellite, cable or other broadcast or by any means of network or electronic transmission without the written agreement of the supplier.

6. Acknowledgement Of Orders and Cancellation

An agreement is made when the supplier accepts and confirms the Licensee's order. Written acknowledgement of orders will only be given where the Licensee so requests in writing or otherwise at the Supplier's discretion. The only instance where an accepted order can be cancelled and the Licensee be released from its obligation

to pay the Supplier is in the event of the cancellation of a rental order at least, 3 working days before the due despatch date. No sale or return policy. Where a Product is sold to the Licensee, the Licensee has no right to reject the Product unless there is a technical or manufacturing defect (see clause 16).

7. Price

The Licensee shall pay to the Supplier the fee current at the time of despatch of the Product (as published from time to time by the Supplier) plus VAT and postage costs (unless stated to be included in fee) whether or not there shall have been an increase after the date when the relevant order was received and whether or not the price charged corresponds to any price or quotation relied on when such order was placed.

8. Payment Terms

The Supplier reserves the right to refuse credit to the Licensee. Where credit is granted, the Supplier's invoice will be payable within 30 days without any set-off whatsoever. If the Licensee fails to make such payment within 30 days, the Licence will terminate without prejudice to the Licensee's liability to make such payments. The Licensee shall pay interest at the rate of 1.5 per cent per month for any day beyond 30 days in respect of which payment has not been made.

9. Delivery

The Supplier shall use reasonable endeavours to deliver the Product on the day and to the address set out in the order confirmation by such means as the Supplier considers fit. The Licensee shall be responsible for all delivery costs and, in particular, any express delivery surcharge incurred by the Supplier in respect of a Product ordered less than 3 working days prior to the requested delivery date. The Product shall be deemed to have been delivered when and where due unless the Licensee shall have notified the Supplier of late or non-delivery prior to the close of business on the working day immediately following the intended delivery date.

10. Risk And Care Of Product

Risk shall pass to the Licensee on delivery. In the case of a Product hired to the Licensee, the Licensee will keep and maintain the Product safe, secure and free from all damage and will pay the Supplier the full cost of replacement or repair in the event of its loss or damage.

11. Return Of Product

In the case of a Product hired to the Licensee, the Licensee shall ensure that the Product is returned by the specified date by the Supplier's designated carrier at the Licensee's risk and cost. The Licensee is advised that no carrier will consider any claim by the Licensee for loss or damage in transit unless a receipt or certificate of posting has been obtained by the Licensee.

12. Late Return

In the case of a Product hired to the Licensee which is not received by the Supplier or its designated carrier on the date after the last date of the Licence, the Licensee will also pay to the Supplier for each day the Product is not returned, the extra day's hire fee for that Product at the Supplier's current list price.

13. Term and Termination

The Licence shall continue either for the fixed period stated in the order confirmation (a "hire") or for an indefinite period (a "purchase"). In either event, the Supplier shall be entitled (without prejudice to its other rights and remedies) to terminate the Licence if (i) the Licensee commits a material breach of the Licence or these Terms, (ii) the Licensee goes into liquidation or is the subject of any action or proceeding under bankruptcy or insolvency law (including the appointment of a receiver or administrative receiver) or (iii) the copy of the Product supplied becomes unfit for use whether through normal wear and tear or otherwise. On

termination or expiry of the Licence, the Licensee will return the Product to the Supplier within 7 days at the Licensee's cost.

14. Advantage and Library Plans

Where the Licensee enters into an Advantage Plan with the Supplier, the Licensee acknowledges that any sums due and/or advanced to the Supplier in respect of the plan, but which are unused within the period of the annual plan shall be retained by the Supplier.

15. Product Warranties

Unless stated elsewhere in these terms, the Supplier makes no warranties or representations, either express or implied, in relation to the Product's completeness, accuracy, quality (other than production quality) or fitness for a particular purpose. In particular, the Licensee shall be responsible for ensuring that the format in which the Product is supplied is compatible with and suitable for use in conjunction with the Licensee's video, computer or other relevant system and otherwise fit for the purpose intended by the Licensee and that it is suitably stored and/or maintained. The Supplier shall not be liable for any loss to the Licensee through damage to the video, computer or any other system used by the Licensee (including without limitation any software or data stored on such system) or otherwise resulting from the Licensee's failure to ensure such compatibility, suitability or fitness.

16. Defective Products

Unless the Licensee notifies the Supplier of any technical or manufacturing defect in the videocassette or other format in which the Product is supplied within 28 working days of delivery and returns such Product promptly thereafter to the Supplier, the Product will be deemed to have been delivered free of any such damage or defects.

17. Liability of the Supplier

Save in respect of (i) death and personal injury arising from the negligence of the Supplier and/or its employees (ii) fraudulent misrepresentation and (iii) other liabilities whose limitation is excluded or restricted by statute, the Supplier shall only be liable for the direct loss incurred by the Licensee as a result of the Supplier's failure to deliver a Product by the due date. The Supplier shall not be liable for any other loss or damage arising from or in any way connected with the supply, failure to supply, use of or inability to use a Product whether in contract, tort, negligence or under any statutory duty or otherwise including, without limitation, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss, even where the Supplier has been advised of the possibility of such loss or damage.

18. Licensee's Remedies

Save as provided in Clause 17, the entire liability of the Supplier and the Licensee's exclusive remedy shall be, at the Supplier's option, either the replacement of the Product ordered or a refund of the fee paid for such Product.

19. Licensee's Indemnity

The Licensee agrees to indemnify and hold the Supplier harmless against any cost, damage, loss, liability or expense arising out of the breach of the Licence or these Terms by the Licensee or the loss, damage, alteration or modification of the Product caused by the Licensee.

20. Force Majeure

The Supplier will not be liable for any loss or damage sustained by the Licensee in the event that the Product is not received by the Licensee on the due date by reason of war, riot, civil war, fire, flood or Act of God, strikes, labour disputes, weather conditions, transport failure or other cause whatsoever beyond the Supplier's control.

21. Performing Right Society

The Licensee shall be responsible for acquiring any licenses and paying any fees required by the Performing Right Society Limited or any other similar body arising from the exercise by the Licensee of its rights under this Licence.

22. Restriction On Export

Subject to the provisions of the Treaty of Rome and applicable competition law, the Product shall not be exported by the Licensee from or viewed outside the country to which it is initially delivered without the prior written consent of the Supplier.

23. No Variation

These Terms apply to the exclusion of any conditions of business used by the Licensee or purported to apply under any purchase order or any other document issued by the Licensee, and to the exclusion of any written or oral representation made by any person before or at the time the contract is entered into, save as agreed in writing by a duly authorised officer of the Supplier.

24. Non-Transferability

The Licence is personal to the Licensee and the Licensee's rights may not be assigned, sub-licensed, transferred, alienated or shared in any way with a parent, subsidiary, holding, associated or related company of the Licensee or any other person without the express prior written consent of the Supplier.

25. Third Party Rights

These terms shall not be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party, other than any owners of the intellectual property comprised in a Product (see clause 4).

26. Governing Law

The construction, validity and performance of an order, a Licence and these Terms shall be governed by the laws of England and Wales and the Supplier and the Licensee each submit to the non-exclusive jurisdiction of the English courts.

The BS5750/ISO9000 registration applies to the design, production and distribution of learning resources and customised learning solutions.

Copying is illegal!

Please remember that you cannot copy any Video Arts programmes for any reason. Nor can you lend, rent or give the programmes to anyone outside your organisation without the permission of the copyright holder.

You must not charge an admission fee to view the programmes or advertise their display outside your organisation. You cannot transmit the programmes over open or closed circuit television, cable or satellite systems without our permission.

£5000 Reward

Video Arts will pay up to £5000 for information leading to the successful prosecution of any person or organisation making copies of, or otherwise infringing the copyright in, any of our programmes.

Macrovision protection

All Video Arts cassettes are encoded with Macrovision Processing to prevent illegal copying. This does not affect the projection quality of the video. However, the following professional/industrial AV equipment may present replay problems with Macrovision-protected cassettes:

- BarcoGraphics/Data 800 projector O/SCM 28/3346 Multidata projector
- Panasonic AG-7730S-VHS VCR

Please contact Barco UK Ltd on 01734 664611 or Panasonic Business Systems on 01344 862444 for further information.

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