

1. Definitions

- 1.1 "VIA" shall mean Video Inventory Agency, its successors and assigns or any person acting on behalf of and with the authority of Video Inventory Agency.
- 1.2 "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall include any person acting on behalf of and with the authority of such person or entity.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis, where required by VIA.
- 1.4 "Services" shall mean all Services provided by VIA to the Client, as described on the invoices, quotation, work authorisation or any other forms as provided by VIA to the Client, and includes any advice or recommendations (and where the context so permits any incidental supply of Goods as defined below).
- 1.5 "Goods" shall mean all Goods, DVD's, cloud links, documentation and reports supplied by VIA to the Client in relation to the Services.
- 1.6 "Price" shall mean the cost of the Services as agreed between VIA and the Client subject to clause 5 of this contract.

2. Application of these terms and conditions to consumers

- 2.1 Where the Client purchases Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

3. Supply of Goods and Services Act 1982

- 3.1 This agreement is subject to the provisions of the Supply of Goods and Services Act 1982 (or any replacement or re-enactment thereof) in all cases except where the Client is contracting within the terms of a trade/business (which cases are specifically excluded).
- 3.2 Notwithstanding clause 3.1 nothing in this agreement is intended to have the effect of contracting out of any applicable provisions the Supply of Goods and Services Act 1982 or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts, laws or legislation.

4. Acceptance

- 4.1 Any instructions received by VIA from the Client for the supply of Services and/or the Client's acceptance of Services supplied by VIA shall constitute acceptance of the terms and conditions contained herein.
- 4.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 4.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of VIA.
- 4.4 The Client shall give VIA not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by VIA as a result of the Client's failure to comply with this clause.

5. Price and Payment

- 5.1 At VIA's sole discretion the Price shall be either:
 - (a) as indicated on invoices provided by VIA to the Client in respect of Services supplied; or
 - (b) VIA's quoted Price (subject to clause 5.2) which shall be binding upon VIA provided that the Client shall accept VIA's quotation in writing within thirty (30) days.
- 5.2 VIA reserves the right to change the Price in the event of a variation to VIA's quotation.
- 5.3 Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.
- 5.4 At VIA's sole discretion payment for approved Clients shall be made by instalments in accordance with VIA's payment schedule.
- 5.5 Payment will be made by cash, or by cheque, or by bank transfer, or by credit card (plus a surcharge of up to two and a half percent (1.5%) of the Price for payments by credit card), or by direct credit, or by any other method as agreed to between the Client and VIA.
- 5.6 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.
- 5.7 Receipt by VIA of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then VIA's ownership or rights in respect of the Services shall continue.

6. Delivery of the Services

- 6.1 At VIA's sole discretion delivery of the Services shall take place when:
 - (a) the Client takes possession of the Services at VIA's address; or
 - (b) the Client takes possession of the Services at the Client's address or other address nominated by the Client (in the event that the Services are delivered by VIA or VIA's nominated carrier).
- 6.2 At VIA's sole discretion the costs of delivery are:
 - (a) included in the Price; and
 - (b) for the Client's account.
- 6.3 The Client shall make all arrangements necessary to take delivery of the Services whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Services as arranged then VIA shall be entitled to charge a reasonable fee for redelivery.
- 6.4 The failure of VIA to deliver shall not entitle either party to treat this contract as repudiated.
- 6.5 VIA shall not be liable for any loss or damage whatsoever due to failure by VIA to deliver the Services (or any of them) promptly or at all, where due to circumstances beyond the control of VIA.

7. Risk

- 7.1 If VIA retains ownership of the Services nonetheless, all risk for the Services passes to the Client on delivery.

8. Title

- 8.1 It is the intention of VIA and agreed by the Client that ownership of the Goods shall not pass until:
 - (a) the Client has paid all amounts owing for the particular Goods; and
 - (b) the Client has met all other obligations due by the Client to VIA in respect of all contracts between VIA and the Client.

9. Errors and Omissions

- 9.1 The Client shall inspect the Services on delivery and shall within seven (7) days notify VIA of any alleged defect, error and omission, shortage in quantity, damage, or failure to comply with the description or quote. The Client shall afford VIA an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions the Services shall be presumed to be free from any defect, error or omission. For defective Services, which VIA has agreed in writing that the Client is entitled to reject, VIA's liability is limited to either (at VIA's discretion) replacing the Services or rectifying the Services.

10. Intellectual Property

- 10.1 Where VIA has designed, drawn or written Services for the Client, then the copyright in those designs and drawings shall remain vested in VIA, and shall only be used by the Client at VIA's discretion.

- 10.2 The Client warrants that all designs or instructions to VIA will not cause VIA to infringe any patent, registered design or trademark in the execution of the Client's order.

11. Default and Consequences of Default

- 11.1 At the discretion of VIA, interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of two and a half percent (2.5%) per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 11.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by VIA.
- 11.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify VIA from and against all costs and disbursements incurred by VIA in pursuing the debt including legal costs on a solicitor and own client basis and VIA's collection agency costs.
- 11.4 Without prejudice to any other remedies VIA may have, if at any time the Client is in breach of any obligation (including those relating to payment), VIA may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. VIA will not be liable to the Client for any loss or damage the Client suffers because VIA exercised its rights under this clause.
- 11.5 Without prejudice to VIA's other remedies at law VIA shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to VIA shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to VIA becomes overdue, or in VIA's opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

12. Cancellation

- 12.1 VIA may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. On giving such notice VIA shall repay to the Client any sums paid in respect of the Price. VIA shall not be liable for any loss or damage whatever arising from such cancellation.
- 12.2 In the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by VIA (including, but not limited to, any loss of profits) up to the time of cancellation.

13. Data Protection Act 1998

- 13.1 The Client and the Guarantor/s (if separate to the Client) authorises VIA to:
 - (a) collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
 - (b) to disclose information about the Client, whether collected by VIA from the Client directly or obtained by VIA from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Client on publicly accessible credit reporting databases.
- 13.2 Where the Client is an individual the authorities under (clause 13.1) are authorities or consents for the purposes of the Data Protection Act 1998.
- 13.3 The Client shall have the right to request VIA for a copy of the information about the Client retained by VIA and the right to request VIA to correct any incorrect information about the Client held by VIA.

14. Limitation of Liability

- 14.1 VIA shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit or goodwill) suffered by the Client or any third party arising out of a breach by VIA of these terms and conditions.
- 14.2 In the event of any breach of this contract by VIA the remedies of the Client shall be limited to damages and VIA's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Services, or for any breach of these terms and conditions, or of any duty owed to the Client in connection with them shall be limited to the amount of the Price.
- 14.3 For the avoidance of doubt, nothing in these terms and conditions shall exclude or restrict VIA's liability for the death or personal injury to any person resulting from VIA's negligence.

15. Client's Disclaimer

- 15.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by VIA and the Client acknowledges that the Services are bought relying solely upon the Client's skill and judgment.

16. General

- 16.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Scotland, England and Wales and are subject to the jurisdiction of the courts of Manchester.
- 16.3 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by VIA.
- 16.4 VIA may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 16.5 VIA reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which VIA notifies the Client of such change. Except where VIA supplies further Services to the Client and the Client accepts such Services, the Client shall be under no obligation to accept such changes.
- 16.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.