

Hot Content

TERMS AND CONDITIONS

The following terms and conditions apply to the Agreement (see definition below) and each future request for the supply of services received by Hot Content from the Client (see definition below) from time to time unless otherwise agreed in writing. The communication of a request by the Client to Hot Content for the supply of services shall amount to the Client's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Client, whether attached to, enclosed with or referred to in any purchase order of the Client or elsewhere. They may not be varied except by written agreement between Hot Content and the Client.

Definitions

In these terms and conditions the following words shall have the meanings given in this clause:

"Agreement" means the contract between Hot Content and the Client for the supply of Services in accordance with these Conditions.

"Charges" means the charges payable by the Client for the supply of the Services in accordance with the Agreement.

"Client" means the person or firm who purchases Services from Hot Content.

"Hot Content" means Natalie Hailey Limited incorporated and registered in England & Wales with company number 13450195 and whose registered office is at 1 Strands Barn Strands Farm Lane, Lancaster, Hornby LA2 8JF, United Kingdom.

'Retainer' is a contract under which Hot Content agrees to provide ongoing services for a fixed number of days/hours per month, or a fixed service every month (or at such other intervals as shall be agreed).

"Services" means the services supplied by Hot Content to the Client as set out in the Agreement.

"Working Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Turnaround time

We require a minimum of 10 working days to give your content the care and attention it deserves.

If you are unable to submit the content to us within this time frame then we will still be able to help you but the Fast Turnaround Rate will apply.

Fast turnaround rate

This means we can still get everything done for you within 5 working days for those times when you're just not able to get your video ready to us sooner than 10 days before the planned publish date.

The Fast Turnaround rate is an additional 20% of the agreed monthly retainer and is invoiced separately at the end of the month.

Charges and Payments

Where the Services are provided on the basis of a Retainer:

The charges payable shall be calculated in accordance with Hot Content's standard daily/hourly fee rates, as amended from time to time by Hot Content

Where the Services are provided as a Project, the total price for the Services shall be the amount set out in the Agreement.

In either case the charges exclude the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Hot Content engages in connection with the Services, and VAT, which Hot Content shall add to its invoices at the appropriate rate.

Charges for Services provided on the basis of a Retainer will be payable monthly in advance via GoCardless, or as otherwise stated in the Agreement. In the case of Services provided as a Project, Hot Content shall, unless otherwise stated in the Agreement, invoice the Client on completion of the Project and such invoice is payable in cleared funds within 7 days of receipt.

Charges for Services provided on the basis of a Retainer can not be carried forward.

Without prejudice to any other right or remedy that it may have, if the Client fails to pay Hot Content on the due date, Hot Content may:

- (a) charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and Hot Content may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and suspend all Services until payment has been made in full.
- (b) All sums payable to Hot Content under the Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.

Hot Content reserves the right, by giving notice to the Client at anytime, to increase the Charges at any time during the duration of the Agreement due to any event or factor beyond its control including but not limited to:

- Any variation of duties or increase in the costs of materials, software or labour
- Any change in the Specification requested by the Client
- Any delay caused by the Client

All prices are confirmed by the Client when signing your Agreement, but in the event that changes arise that are outside of our control, for instance but not exclusively, the cost of XXXXXX, then you will be informed of such within 21 days of the change taking effect.

Termination

Retainers may be terminated by either party for any reason with 1 (ONE) months advance written notice of intent to cancel. Retainer fees are due in full for the intended month of cancellation if proper notice is not provided.

Either party may by notice in writing to the other terminate the Agreement forthwith if the other shall fail to make any payment due under the Agreement within 14 days after the due date, or to remedy any other breach within 30 days after being required to do so in writing.

AGREEMENT

This AGREEMENT (the "Agreement"), dated this day _____ is entered into between Natalie Hailey Limited, trading as 'Hot Content' located at 1 Strands Barn, Strands Farm Lane, Hornby, LA2 8JF (the "Service Provider") and XXX (the "Client"), regarding the following works:

1. RIGHTS

This Agreement is a work-for-hire. The Client shall own all rights to any new or edited material provided by the Service Provider in the completed work.

2. SCOPE OF WORK AND DURATION OF SERVICES

Client retains the above Contractor, and the Service Provider agrees to perform for the Client, the YouTube Management Services set forth below (the "Services"). Any Service outside of the scope as defined below will require a new Agreement for other services agreed to by the Parties.

The Service Provider shall update the Client as appropriate on a regular basis regarding the status of the work and provide updates relating to the ongoing work. Any further changes to the scope of work may be subject to further fees or amendments to this agreement as outlined in the Service Provider's Terms and Conditions.

c. Description of Scope of Works:

The agreed Scope of Works shall include the following:

3. COMPENSATION

The Client agrees to pay the Service Provider a monthly management retainer fee of £ _____ for said Works.

Fees may be amended for a highly technical or in-depth work or dependent upon volume of work at the discretion of the Contractor and subject to previous agreement with The Client.

For any additional work not included in the scope of works 2c; such work will be charged in addition at the Contractors hourly rate.

Reimbursable Expenses. The Client shall reimburse expenses incurred in connection with delivering the work which shall include but are not limited to expenses or subscriptions for online platforms, marketing expenses, postage, courier service, photocopying, stationery, printing, telephone calls etc.

Remaining Balances. Any and all remaining balances shall be due within fourteen (14) days upon the submission of invoice to the Client. Invoices shall include monthly fee, reimbursable expenses, and any other fees related to the Work.

4. CHANGES TO THE SCOPE OF WORK

Both the Client and Service Provider can review the proposed scope of works and can vary it by mutual agreement. Any variation to the scope of works shall be agreed in writing.

5. CANCELLATION FEES AND RETURN OF WORK

Either party may give one month's notice in writing to terminate this Agreement. If either party terminates the agreement, the Client shall pay the Service Provider for work done up to the date of termination month end. The Service Provider shall deliver to the Client all services performed on the Work up to the time of the cancellation and shall provide a final invoice to the Client. The Client shall then settle the balance of the final invoice within fourteen (14) days.

6. DISPUTE RESOLUTION

The Agreement and the Terms & Conditions shall be governed by and construed in accordance with the law of England and Wales.

- a. All disputes between the Client and Service Provider arising out of or in connection with this Agreement shall to the extent possible be settled amicably by negotiation between the parties within thirty [30] days from the date of written notice by either party of the existence of such a dispute.
- b. If after 30 days a resolution has not been reached and unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.
- c. Without prejudice to Clause b, the parties may agree to alternative methods of dispute resolution, including negotiation, mediation and arbitration.

7. CONFIDENTIALITY AND CREDIT FOR SERVICES ON WORK

The Service Provider shall keep the Work confidential and not use it for personal gain or promotion without written consent of the Client. The business affairs of the Client shall not be discussed or disclosed to any third parties. The Client will be the legal owner and will hold intellectual copyright of all work undertaken by the Service Provider.

8. INSURANCE

The Service Provider shall hold Business Insurance which shall include Professional Indemnity Insurance for a minimum indemnity level of £100,000 for each and every claim or loss.

9. DIRECTION AND CONTROL

The Client is hiring the Service Provider as an Independent Contractor. The Client has no direction and control over the Service Provider's location or work schedule and there is no mutuality of obligation for future work.

10. INDEMNIFICATION BY SERVICE PROVIDER

The Service Provider shall be responsible for infringing upon the rights of authors, organisations, institutions, copyright holders, or others, as a result of plagiarism, libel, slander, or any other misuse of any material only when undertaking independent work for the Client and not when acting under the Client's direct instruction. The Service Provider shall indemnify the Client for any and all claims, damages, costs, and expenses, including legal fees, incurred by the Client as a result of said infringements. If the infringement occurs as a result of the Client's direct instruction, then the Service Provider will not be held liable.

11. LIABILITY

The Service Provider will not be liable for loss, damage or delay of the Client's work due to circumstances beyond the Service Provider's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages and inability to contact the Client. In the event of such loss, damage or delay, the Service Provider will make every effort to notify the Client immediately.

12. NOTICES AND AMENDMENTS

This Agreement shall not be amended or cancelled except by written instrument signed by both parties. Any notice or other communication in connection with this Agreement shall be in writing and hereunder deemed effective when transmitted by post or email to the Service Provider or Client.

IN WITNESS WHEREOF, the Service Provider and Client have each caused this Agreement to be duly executed as of the date written below.

Signed
(service provider)

Name

Signed
(Client)

Name