

Terms & Conditions

Earthstorm Media

1. INTERPRETATION & DEFINITIONS

In these Terms and Conditions: "Company" means Earthstorm Media Ltd., registered in England and Wales under company number 07099509.

"Client" means the person, firm, or company engaging the Company for Goods and/or Services.

"Agreement" or "Contract" means the agreement formed between the Client and the Company when a quotation, proposal or invoice is accepted in writing, by email, or through the commencement of work.

"Goods" means any physical deliverables supplied by the Company.

"Services" means all services provided by the Company, including but not limited to brand communications, creative work, campaign delivery, digital services, software licensing, hosting and consultancy.

"Licensed Product" refers to software or digital tools owned by the Company, including but not limited to 'Alaska', 'FLAX', or 'NXTNet'.

"Digital Output" means websites, applications, prototypes, AR/VR or AI assets, campaign assets and any related deliverables.

2. FORMATION OF CONTRACT

2.1 These Terms apply to all work undertaken by the Company. No other terms or conditions shall apply unless expressly agreed in writing by the Company.

2.2 A binding Agreement is formed when the Client accepts a quotation or invoice, approves a proposal by email, or allows work to commence.

2.3 Quotations are valid for 30 days unless otherwise stated.

3. FEES, PAYMENT & INVOICING

3.1 All prices are exclusive of VAT unless stated otherwise.

3.2 A standard payment structure applies: 50% deposit prior to commencement 50% upon completion or prior to delivery/launch, unless agreed differently in writing.

3.3 Retainers or ongoing service arrangements will be subject to separate terms.

3.4 Late payments will incur interest at 4% above the Bank of England base rate from the due date.

3.5 The Company reserves the right to withhold delivery or suspend services if payments are overdue.

4. INTELLECTUAL PROPERTY

4.1 All intellectual property created by the Company (including designs, copy, code, concepts, visuals, and strategy) remains the property of the Company until full payment has been received.

4.2 Upon full payment, the Client will receive a non-exclusive license to use agreed deliverables, except where these are Licensed Products (see Section 6).

4.3 The Company retains the right to showcase completed work as part of its portfolio unless otherwise agreed.

5. LICENSED PRODUCTS

5.1 Licensed Products remain the full intellectual property of the Company. The Client is granted a non-transferable license to use these products for the duration of the Agreement.

5.2 Licenses automatically terminate upon contract expiry, non-payment, or breach of terms.

5.3 Licensed Products may not be sublicensed, resold, reverse engineered or replicated.

5.4 Specific limitations may apply to CMS platforms, hosting environments, and AI/AR tools developed by the Company.

6. CONFIDENTIALITY & DATA PROTECTION

6.1 Both parties agree to treat all confidential information shared during the course of the engagement as strictly confidential.

6.2 The Company complies with the UK GDPR and will take reasonable steps to protect all personal data processed as part of the engagement.

6.3 The Client agrees to only supply personal data that it is legally entitled to share.

7. CLIENT RESPONSIBILITIES

The Client agrees to: Provide access, content, approvals and feedback in a timely manner

Secure all third-party permissions and rights for assets supplied

Accept responsibility for final sign-off and approvals

The Company shall not be liable for delays or issues caused by the Client's failure to fulfil these obligations.

8. DELIVERY, DELAYS & FORCE MAJEURE

8.1 The Company will use reasonable efforts to meet delivery timelines but time shall not be of the essence.

8.2 The Company shall not be liable for delay or failure to perform due to Force Majeure, including but not limited to natural disasters, war, cyber attacks, strikes, or acts of government.

9. LIABILITY

9.1 The Company's total liability to the Client shall be limited to the total fees paid under the relevant Contract.

9.2 The Company shall not be liable for: Loss of revenue, data or profits

Campaign results on third-party platforms

Indirect or consequential loss

9.3 The Client must report any damages or issues within 5 working days of delivery or launch.

10. TERMINATION

10.1 Either party may terminate the Contract by giving 30 days' notice in writing.

10.2 The Company may terminate immediately if the Client breaches the Terms, fails to pay on time, becomes insolvent, or causes reputational damage.

10.3 On termination, any outstanding fees will become immediately due. All licenses granted shall terminate.

11. SUPPORT, MAINTENANCE & AFTERCARE

11.1 Support is provided at the Company's discretion unless part of a paid service plan or retainer.

11.2 Requests for technical support outside contracted services may incur additional charges.

11.3 Hosting, software updates and uptime targets will be specified in separate service agreements.

12. NON-SOLICITATION

The Client agrees not to directly solicit or employ any staff or contractors of the Company for 12 months following completion of the Contract.

13. GENERAL

13.1 These Terms shall be governed by English law. Any disputes will be subject to the non-exclusive jurisdiction of the English courts.

13.2 No amendment to these Terms shall be valid unless agreed in writing by both parties.

13.3 If any clause is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.4 No delay or failure by the Company to enforce its rights shall be deemed a waiver.

14. COMPANY INFORMATION

Earthstorm Media Ltd.

Studio 112, SmartBase

Target Road, Aviation Park West

Christchurch, BH23 6NW

Company No. 07099509

VAT No. 987 8182 49

Registered Office Address:

Epsilon House, Enterprise Road,

Southampton Science Park, Southampton, SO16 7NS

By engaging Earthstorm Media Ltd, the Client agrees to these Terms in full.