

2023

WYLDE SPACE

TERMS & CONDITIONS

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TERMS

W Y L D E S P A C E

Copyright and Intellectual Property Rights All copyright, design rights, and intellectual property rights existing in our designs, products, and in the images, text, and design of our website/marketing material are and will remain the property of Wylde Space.

1. It is not mandatory for any client to have physically signed an acceptance of these terms and conditions for them to be applicable. Instead, acceptance of these terms and conditions is implied when a client accepts a quotation/quote via email. We kindly ask that you thoroughly read and acknowledge these terms and conditions, as any purchase or utilization of our services implies your acceptance.

Contact Details Email: hello@wyldespace.com Please allow 24 hours for responses.

Wylde Space trading hours are: Monday - Thursday:10:30 am 6.00 pm (GMT)
Friday Saturday, Sunday & all public bank holidays: Closed.

Please note: In certain instances office opening hours may vary but committed work will be completed in accordance with each agreement made.

Rates and Charges

Free initial 20 minute phone consultation (Discovery Call). Hourly rate from £50.00 per hour. Ongoing phone/ Skype/ Zoom consultations charged at £50.00 per hour. All out of hours work will be charged at £75.00 per hour and agreed in advance of work commencement. Coaching and lesson prices are set at different prices please ask for more details. Agreed hours are subject to change and charges applied where workloads increase due to clients change of instruction, at any time.

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Commencement

1.1 Wylde Space will confirm its understanding of the Client's requirements in writing after receiving the brief (via email/discovery call). This confirmation will be provided as a formal "Client Quotation" sent to the Client for approval via email before commencing any work. Any additional information or changes sent to Wylde Space after Client Quotation approval and booking deposit payment may necessitate a new Client Quotation or clarification emails to adjust the project's scope. This includes any extra documents or additional requests that could impact the original Client Quotation.

Additionally, Wylde Space will provide written confirmation of agreed delivery timescales for the project and relevant project details, which may have been discussed verbally with the Client during the initial consultation or briefing.

Note: Prior to the client quotation, a workable brief and a discovery call are mandatory for all clients to ensure accuracy. Relevant paperwork and documents must be sent via email, with text content typed and provided in Microsoft Word or a similar format. Please be advised that handwritten notes or photographs of documents will not be accepted. Wylde Space retains the right to decline a brief that does not adhere to our terms and conditions.

1.2 Client Brief Format: If you are unsure how to send Wylde Space your brief, please contact us, and we will provide an example and offer guidance. 1.3 For the purpose of this schedule, the term "Works" and/or "Project" refers specifically to all material produced, or due to be produced by Wylde Space for and on behalf of the Client, as itemised in the "Client Quotation/Quote" or any subsequent amendments, subject to the provisions of clause (6.2) of this schedule. 1.4 Retainers and regular client work will be booked in advance at the start of each month. Any additional hours outside of retainers or booked work will be agreed upon in advance but cannot be guaranteed priority.

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2. Invoicing & Payment

2.1 Booking Deposit: A 50% "Booking Deposit" of the invoice total must be paid before commencing any work. Wylde Space may withhold work commencement until the "Booking Deposit" is received as cleared funds, preferably at least 5 working days prior to the project's start. The remaining balance is due before website publication, handover, or connection, unless other arrangements are agreed upon in writing by Wylde Space.

Note: Booking deposits are non-refundable due to allocated time in our schedule. Ensure readiness to proceed on the agreed date.

2.2 Invoice Issuance: Wylde Space will issue invoices for payment as they become due. All stage or balance payments are expected within 5 working days of invoice receipt, sent via email with a paper copy available upon request.

2.3 Late Payment: Late payment may result in an automatic 10% monthly interest charge on the invoice until final settlement.

2.4 Payment Method: Payments should be made via bank transfer.

2.5 Bankruptcy and Insolvency: If the Client faces bankruptcy or is deemed unable to pay debts, Wylde Space may cancel the contract in whole or part under certain circumstances, without affecting other accrued rights and remedies.

3. Copy Approval

3.1 Alterations: Should the Client later require reasonable alterations, not previously agreed upon in writing by Wylde Space in the initial Quotation or any subsequent email before the project's commencement, further additional charges may apply. In this case, the Client should specify in writing to Wylde Space via email, the additional alterations/changes required.

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Wylde Space will promptly notify the Client in writing (via email) of any additional charges resulting from such alterations. 3.2 Any "Works" completed by Wylde Space for and on behalf of the Client may only be publicly released by Wylde Space for promotional purposes once the completed "works" are proven to be in the public domain or once the Client has confirmed their approval in writing (via email) to Wylde Space, whichever is earliest.

4. Termination of Services

4.1 The Client may terminate their contract with Wylde Space at any time by written notice of termination, delivered to Wylde Space. The "Point of Termination" shall be the date Wylde Space receives the Client's written "Termination Notice." Wylde Space will confirm receipt of such notice to the client via email.

4.2 If the Client wishes to terminate their contract with Wylde Space before the completion of the "works," it will remain liable for full payment of any work previously undertaken or in progress. Any client quotation, contract, written agreement, fixed prices, discounts, or package offers will be void, and the client will be charged at our hourly rate for completed work.

4.3 Termination of a retainer agreement: Where either the client or Wylde Space wishes to terminate a retainer agreement, three months' written notice should be given. If termination occurs within three months, the outstanding period is applicable. If the client wishes to terminate a contract with immediate effect, all outstanding monies owed will revert to standard Wylde Space hourly rates, and the retainer rate is forfeited.

4.4 If the Client wishes to terminate this agreement at any stage, funds held on account (excluding the non-refundable Booking Deposit) shall be refunded to the Client once our hourly charges have been deducted on a pro-rata basis, subject to a 5% administrative charge.

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4.5 Wylde Space reserves the right to terminate any project if the client repeatedly changes the project brief, exhibits unprofessional or aggressive behavior, or engages in actions that compromise the project's integrity or our working relationship.

5. Errors, Omissions, or Liability

5.1 Wylde Space cannot be held liable for any loss or damage resulting from any third-party action, failure, or non-compliance.

5.2 In the event of a performance obligation accepted by Wylde Space being prevented, delayed, or interfered with by an act of government, war, industrial dispute, strike, breakdown of machinery or equipment, accident, fire, or any other cause deemed beyond the reasonable control of Wylde Space, Wylde Space may, at its option, suspend all further performance or cancel its obligations under the contract without liability for any damage or consequential loss. This is without prejudice to Wylde Space's right to recover all sums owing for goods or services delivered and costs incurred up to the date of such suspension or cancellation, as confirmed in writing by Wylde Space to the Client.

5.3 Wylde Space shall not be held liable for errors or omissions on any material produced for the Client. The Client must check all materials produced by Wylde Space to ensure they meet their requirements. Any recommendations or suggestions made by Wylde Space relating to the "Works" are given in good faith and without prejudice.

5.4 The Client shall indemnify Wylde Space against all actions, claims, costs, charges, expenses, and proceedings arising from or incurred by reason of any defamatory or libelous matter or any infringement or alleged infringement of any patent, trademark, copyright, registered design or design copyright, or other exclusive right, including any moral right claim or other title of any third party in respect of work carried out for the Client by Wylde Space.

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5.5 The Client hereby agrees that, to the maximum extent permitted by English law, Wylde Space's entire liability for breach of any provision of this or any other contract, or any conditions implied by the contract by operation of law, including Wylde Space's liability for negligence (except where such negligence results in death or personal injury), shall be limited to the total amount actually Wylde Space received under the contract. Under no circumstances shall Wylde Space be liable for any consequential loss, including damages for loss of profit or any other indirect pecuniary loss of any kind.

6. Contracts

6.1 Contracts between the Client and Wylde Space may be modified (by email or written agreement only) at any time to add or delete services to better meet the Client's needs.

6.2 Any amendment to the original "Client Quotation/Quote/Works/Project/Brief" must be made by mutual consent and confirmed by both parties. Once mutually agreed in writing, such amendments shall become contractually binding between both parties.

6.3 All correspondence is conducted via telephone and email to approve any/all changes to any agreement/contract between the Client and Wylde Space.

6.4 Wylde Space may appoint one or more subcontractors to carry out any of its obligations under any contract with the Client.

6.5 If any provision of this contract is found to be void or unenforceable under English law, it shall not affect any other provision of this contract's validity or enforceability.

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6.6 All contracts between the Client and Wylde Space shall be governed exclusively by the Laws of England and subject to the jurisdiction of English Courts.

6.7 In certain circumstances, a retainer arrangement may be agreed upon to ensure Wylde Space's availability to the Client for an agreed number of hours each month. The hourly rate will be agreed between the Client and Wylde Space and paid automatically each month via transfer. Additional work may be requested and will be charged at the standard Wylde Space hourly rate. Unused hours each month cannot be retrospectively claimed by the Client.

7. Ownership of Content/Copyright

7.1 Subject to Wylde Space receiving full payment of all outstanding fees, Wylde Space agrees to assign to the Client, with full title guarantee, all present and future copyright and intellectual property rights arising in the final created images produced.

7.2 Wylde Space retains ownership and rights to all digital assets, including but not limited to 3D models, 2D/3D Textures, Scene Files, reference images, Artwork, Storyboards, Animatics, Composites, Data Sets including Motion Capture, Coded assets including Programmed Scripts or plugins, and all other digital artwork web or print, unless otherwise specifically agreed in writing by both parties, along with all other digital artwork web or print.

7.3 The Client grants Wylde Space a perpetual, royalty-free license to use all materials produced by Wylde Space for promotional purposes once such material is in the public domain, or unless otherwise confirmed in writing by the Client. This includes materials related to industry awards.

7.4 Wylde Space is not accountable or responsible for the use of unlicensed copyrighted images, even if uploaded to the website by Wylde Space. Wylde Space recommends purchasing stock images from reputable providers.

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8. Transfer of Title

Title of all works produced by Wylde Space for and on behalf of the Client shall only transfer to the Client once full payment of the total invoice amount for the whole "Works" has been made and cleared funds confirmed by Wylde Space's Bank.

9. Confidentiality Any confidential or proprietary information acquired by Wylde Space from the Client in connection with the said works shall not be disclosed to any person or entity except when required by law. Wylde Space will adhere to the reasonable conditions of any standard "Non-Disclosure Agreement" provided by the Client if required.

10. Deadlines, Content & Delivery

10.1 Detailed deadlines for any "works/projects" must be outlined by the Client before the commencement of such projects. Specific details should be specified and confirmed in either the "Client Quotation" or the "Client Brief" before project commencement. Wylde Space will make every effort to deliver completed works by or before any agreed deadline, as specified in either the "Client Quotation" or the "Client Brief." However, Wylde Space's endeavors shall be subject to the Client or an appropriate representative of the Client making themselves available for communication with Wylde Space, its contractors, and/or agents, as reasonably required by Wylde Space to fulfill their performance obligations.

10.2 To maintain efficiency, Wylde Space must ensure that booked work/projects can be carried out as scheduled. Failure to provide required information in a timely manner may result in delays. If progress is hindered due to a lack of required information within the agreed timeframe, Wylde Space reserves the right to impose a surcharge of up to 25%. If the Client agrees to provide the required information and subsequently fails to do so within one week of project commencement, Wylde Space reserves the right to close the project, with the remaining balance becoming payable immediately.

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Please ensure that you provide all necessary information in advance to avoid delays. Every client is required to send Wylde Space a workable brief and site map before the client quotation to ensure accuracy. All relevant paperwork and documents should be sent via email. Text content should be typed and delivered as a Microsoft Word document or similar format. Handwritten notes or photographs of documents will not be accepted. Wylde Space reserves the right to refuse a brief that does not adhere to our terms and conditions.

Contact Wylde Space via email if you require an example or advice on the correct format.

Complaints 11

Should the Client feel they have due cause to make an official complaint, we would respectfully request that the complaint be made in writing, and sent to our main office marked for the attention of the “Managing Director”. Wylde Space will then take appropriate action in order to investigate the matter in detail, so that a formal written reply can be made to the Client within 28 days of receipt of the Client’s original letter of complaint.

12. Additional Expenses

12.1 The Client agrees to reimburse Wylde Space for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

13. Design Credit

13.1 A link to Wylde Space will appear in either small type or by a small graphic at the bottom of the Client’s website. If a graphic is used, it will be designed to fit in with the overall site design.

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13.2 If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £1000, a fixed fee of £100 will be applied.

13.3 The Client also agrees that the website developed for the Client may be presented in Wylde Space portfolio.

14. Domain Names and Hosting

14.1 Wylde Space may purchase domain names and/or hosting on behalf of the Client.

14.2 Payment and renewal of those domain names/hosting is the responsibility of the Client unless approved and included in the package.

14.3 The loss, cancellation or otherwise of the domain/hosting brought about by non or late payment is not the responsibility of Wylde Space.

14.4 The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

Please note

All content including images, text, and site map will need to be emailed to hello@wyldespace.com before commencement of any website.

Lead times for each website will be discussed in our discovery call or via email. The average build can take up to 8 weeks. If you are in a hurry please let us know as we may be able to help.

Our websites packages our custom made using the Wix platform Wix require all hosting to be purchased with them.

Booking deposits are non-refundable.

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