

# Web Site Terms and Conditions of Use

Trading Terms and Conditions of use for the Norfilms.com web site, services and sales.

## **Definitions**

"Norfilms" shall mean Northern Filmmakers Limited, 324 Manchester Road, West Timerley, Altrincham, Cheshire, WA14 5NB UK; and is an internet trading name of the Founder.

"The Founder" or "The Owner" shall mean Michael Bond.

"Goods" means the goods (including any instalments of the goods or any parts for them) which Norfilms is to supply in accordance with these terms and conditions.

"Services" shall mean the services (including any part of them) which Norfilms is to supply in accordance with these terms and conditions.

"Materials" within this site shall mean the content of the site, any descriptions, samples, images, articles, writings, video, audio, other media content, made available through this site for your review or use under these terms and conditions.

## **1. General**

- 1.a Everything you see or read on this site is the copyright of the Founder and all rights are reserved. You may not distribute, modify, transmit, re-use, or re-post any of the content of this site including but not limited to text, images, audio and video for any purpose.
- 1.b Norfilms is a trademark of the Founder. Nothing on this site should be construed as granting, by implication, estoppel, or otherwise any licence or right to use any trademark on this site without the written permission of the Founder. Your misuse of the Norfilms trademark is strictly prohibited.
- 1.c Your use of and browsing in this site are at your own risk. Everything on this site is supplied to you "AS IS" without warranty of any kind other than those implied by statute. Norfilms assumes no responsibility and shall not be liable for any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of or browsing this website or your downloading of any materials, data, text, images, audio or video from this website.

### **IF YOU ARE NOT PREPARED TO ACCEPT THIS, DO NOT ACCESS THIS WEBSITE ANY FURTHER**

- 1.d Norfilms has a privacy policy. Norfilms will use your IP address, resolution settings, browser information, platform type and originating URL's for the purpose only of monitoring activity on the Norfilms website. Norfilms may disclose user information only in special cases where this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with Norfilms's rights or property.
- 1.e Your browsing, downloading and purchasing of materials from this site are at your own risk. Please note that some cultures may be offended by the content of the materials. Please do not access the materials at all if you are easily offended.

## **2. Copyright notice**

- 2.a Copyright and all other rights are reserved in relation both to materials purchased from Norfilms and the content of the Norfilms website. Neither such materials nor such websites' content may be copied, issued to or played to the public, broadcast, adapted, recorded, photographed or otherwise exploited without the written permission of the Owner.

## **3. Restrictions on downloading of audio visual materials**

### **PLEASE READ THIS CAREFULLY BEFORE YOU DOWNLOAD ANY SAMPLES**

- 3.a This website contains samples of the films advertised which contain text, image, audio and video materials (the "Samples").
- 3.b Your right to download the Samples contained on this web site is subject to the terms set out in this licence notice. Downloading the Samples indicates your acceptance of these terms. If you do not accept or understand them, do not download the Samples.

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### **Grant of Licence**

- 3.c Under copyright law you are not permitted to download the Samples without the permission of the Owner. In consideration of your agreement to the terms of this licence notice the Owner grants you, the individual or entity browsing this web page a non-exclusive right ("the Licence") to download the Samples only as permitted by this Licence Notice.

#### **You are permitted to:**

- 3.d View the Samples on a single computer only – if you wish to view the Samples on more than one computer you must purchase a whole Film from the owner.
- 3.e Download the Samples only on a single computer which is under your control.
- 3.f Use the Samples for your own personal use only – permitting unauthorised access to, copy or use of the Samples is a breach of your agreement under the terms of this Licence Notice.
- 3.g Transfer the Samples on a permanent basis to another person only if that person agrees to accept the terms of this agreement to Licence Notice. If you transfer possession of any copy of the Samples to another person, your licence is automatically terminated.

#### **You may not nor permit others to:**

- 3.h Use, copy or transfer Samples except as permitted under this Licence Notice.
- 3.i Distribute, rent, loan, lease, sub-licence or otherwise deal in the Samples.
- 3.j Transmit, re-post or Copy the Samples in any manner.
- 3.k Alter, adapt, merge or modify the Samples for any purpose.
- 3.l Reverse engineer, disassemble or de-compile the Samples for any purpose.
- 3.m Remove, change or obscure any notices of propriety or rights and restrictions anywhere in the Samples.

### **4. Term and Termination**

- 4.a This Licence will continue until terminated. You may terminate it at any time by removing the Samples from your hard drive and browser.
- 4.b Your licence to view the Samples will terminate automatically if you fail to comply with any term of this Licence Notice.
- 4.c Upon termination of the Licence for any reason you will destroy the Samples together with all the copies in any form including copies on your hard and back-up discs.

### **5. Design Right**

- 5.a The Founder is the owner of any and all of the design rights subsisting in any of the goods sold by Norfilms. The unauthorised making of goods to any such design in whole or in part is strictly prohibited.
- 5.b The above does not extend to products sold by Norfilms from other manufactures, the rights to which shall lie with the manufacturer unless granted to Norfilms for inclusion in the above.

### **6. Sale of Goods and Services**

#### **Basis of the Sale**

- 6.a Norfilms shall sell and you shall purchase the goods and/or the services in accordance with the price list displayed by Norfilms or any written order of yours which is accepted by Norfilms, subject in either case to these terms and conditions, which shall govern such a contract to the exclusion of any other terms and conditions
- 6.b No variation to these terms and conditions shall be binding unless agreed in writing or other durable medium between you and Norfilms.
- 6.c Norfilms's employees or agents are not authorised to make any representations concerning the goods or services unless these are confirmed by Norfilms in writing or other durable

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medium. By entering into a contract with Norfilms you acknowledge that you do not rely on any such representations which are not so confirmed.

- 6.d Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document issued by Norfilms shall be subject to correction without any liability on the part of Norfilms.

### **Orders and Specifications**

- 6.e No order submitted by you shall be deemed to be accepted by Norfilms unless and until confirmed in writing or other durable medium by Norfilms.
- 6.f You shall be responsible to Norfilms for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you and for giving Norfilms any necessary information relating to the goods and services within a sufficient time to enable Norfilms to perform the contract in accordance with its terms.
- 6.g The quantity, quality and description of and any specification for the goods and services shall be those set out on Norfilms web site (if accepted by you) or your order (if accepted by Norfilms).
- 6.h If any process is to be applied to the goods and services by you, you shall indemnify Norfilms against all loss, damages, costs and expenses awarded against or incurred by Norfilms in connection with or paid or agreed to be paid by Norfilms in settlement of any claim for infringement of any patent, copyright, design trademark or other industrial or intellectual property rights of any other person which results from that use by you of goods and services or services supplied by Norfilms.
- 6.i Norfilms reserve the right to make any changes in the specification of goods or services which are required to conform with any applicable statutory or EEC requirements or, where the goods and services are to be supplied to Norfilms's specification, which do not materially affect their quality or performance.
- 6.j No order which has been accepted by Norfilms may be cancelled by you except with the agreement in writing or other durable medium and on terms that you shall indemnify Norfilms in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Norfilms as a result of the cancellation.

### **Price of the goods and services**

- 6.k The price of the goods and services shall be the price quoted on the Norfilms web pages. The prices displayed on Norfilms's web pages shall apply for sale within the United Kingdom or for export from the United Kingdom and the prices stated include postage and any applicable United Kingdom taxes unless otherwise stated.
- 6.l Norfilms reserves the right by giving notice to you at any time before delivery to increase the price of the goods and services to reflect any increase in the cost to Norfilms which is due to any factor beyond the control of Norfilms (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour materials or other cost of manufacture), any change in delivery date or any delay caused by any instructions of you or failure of you to give Norfilms adequate information or instructions.
- 6.m All prices are given by Norfilms on an ex-works basis and you shall be liable to insure any of the goods and services from the point at which they leave the Norfilms's premises.
- 6.n The price is exclusive of any applicable value added tax which you shall be additionally liable to pay to Norfilms.

### **Payment**

- 6.o Payment shall be made in advance in accordance with the secure payment system on the Norfilms web pages.
- 6.p You acknowledge that payment in advance is reasonable bearing in mind Norfilms's anticipated costs and expenses.

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- 6.q All payments made by you shall be non-returnable unless otherwise stated.
- 6.r All payments shall be made by you in pounds sterling unless otherwise stated.

### **Delivery**

- 6.s Unless otherwise stated delivery costs are included within the stated price of the goods or services.
- 6.t Delivery will be made by the appropriate postal service for you.
- 6.u Delivery of the goods or services will normally take between one and six weeks. Any dates quoted for delivery of the goods or services are approximate only and Norfilms shall not be liable for any delay in delivery of the goods and services however caused. Time for delivery shall not be the essence of the contract unless previously agreed with Norfilms in writing or other durable medium.
- 6.v If Norfilms fails to deliver the goods or services for any reason other than any cause beyond Norfilms's reasonable control or your fault and Norfilms is accordingly liable to you, Norfilms's liability shall be limited to the amount paid to Norfilms by you for the goods or services.
- 6.w If you fail to take delivery of the goods and services or fail to give Norfilms adequate delivery instructions Norfilms may store the goods and services until actual delivery and charge you for reasonable costs (including insurance) of storage, or sell the goods at the best price reasonably obtainable, and (after deducting all reasonable storage and selling expenses) account to you for the excess over the price under the contract or charge you for any shortfall below the price under the contract.

### **Distance Selling Legislation**

- 6.x Norfilms shall not be liable to refund payment made for films or other audio video materials, computer software, and other goods which are permitted to be excluded under distance selling regulations.
- 6.y In the case of all goods where required under distance selling regulations Norfilms shall refund payment to you if you return the goods within seven (7) days of receipt.
- 6.z This provision of refund shall not apply if goods are returned damaged or incomplete.

## **7. Risk and property**

- 7.a The risk of damage to or loss of the Goods and services shall pass to you at the time of delivery or, if you wrongfully fail to take delivery of the Goods and services, the time when Norfilms has tendered delivery of the Goods and services:
- 7.b Notwithstanding delivery and the passing of risk in the Goods and services and services, or any other provision of these Terms and conditions, the property in the Goods and services shall not pass to you until Norfilms has received in cash or cleared funds payment in full of the price of the Goods and services and all other goods and services agreed to be sold by Norfilms to you for which payment is then due.
- 7.c Until such time as the property in the Goods and services passes to you, you shall hold the Goods and services as Norfilms's fiduciary agent and bailee, and shall keep the Goods and services separate from those of you and third parties and properly stored, protected and insured and identified as Norfilms's property, but you shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.d Until such time as the property in the Goods passes to you (and provided the Goods are still in existence and have not been resold), Norfilms shall be entitled at any time to require you to deliver up the Goods to Norfilms and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Goods are stored and repossess the Goods.
- 7.e You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Norfilms, but if you do so all moneys owing by you to Norfilms shall (without prejudice to any other right or remedy of Norfilms) forthwith become due and payable.

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### 8. Warranties and liability

- 8.a Subject to the conditions set out below Norfilms warrants that any Goods supplied by Norfilms will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire
- 8.b The above warranty is given by Norfilms subject to the following conditions;
- 8.b i. Norfilms shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Norfilms's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Norfilms's approval;
- 8.b ii. Norfilms shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 8.b iii. the above warranty does not extend to parts, materials or equipment not manufactured by Norfilms, in respect of which you shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Norfilms.
- 8.c Norfilms warrants to you that the services will be provided using reasonable skill.
- 8.d Your statutory rights are not affected by these Terms and conditions.
- 8.e Any claim by you which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by you) be notified to Norfilms within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and you do not notify Norfilms accordingly, you shall not be entitled to reject the Goods and Norfilms shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.f Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Norfilms in accordance with these Terms and conditions, Norfilms shall be entitled to replace the Goods (or the part in question) free of charge or, at Norfilms's sole discretion, refund to you the price of the Goods (or a proportionate part of the price), but Norfilms shall have no further liability to you.
- 8.g Except in respect of death or personal injury caused by Norfilms's negligence, Norfilms shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Norfilms, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by you, and the entire liability of Norfilms under or in connection with the Contract shall not exceed the price of the Goods and Services supplied to you, except as expressly provided in these Terms and conditions.
- 8.h Norfilms shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Norfilms's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Norfilms's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Norfilms's reasonable control:
- 8.h i. Act of God, explosion, flood, tempest, fire or accident;
- 8.h ii. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 8.h iii. acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

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- 8.h iv. import or export regulations or embargoes;
- 8.h v. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of Norfilms or of a third party);
- 8.h vi. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 8.h vii. power failure or breakdown in machinery.

### 9. Indemnity

- 9.a If any claim is made against you that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by you, Norfilms shall indemnify you against all loss, damages, costs and expenses awarded against or incurred by you in connection with the claim, or paid or agreed to be paid by you in settlement of the claim, provided that:
- 9.b Norfilms is given full control of any proceedings or negotiations in connection with any such claim;
- 9.c you shall give Norfilms all reasonable assistance for the purposes of any such proceedings or negotiations;
- 9.d except pursuant to a final award, you shall not pay or accept any such claim, or compromise any such proceedings without the consent of Norfilms (which shall not be unreasonably withheld);
- 9.e you shall do nothing which would or might vitiate any policy of insurance or insurance cover which you may have in relation to such infringement, and this indemnity shall not apply to the extent that you recover any sums under any such policy or cover (which you shall use its best endeavours to do);
- 9.f Norfilms shall be entitled to the benefit of, and you shall accordingly account to Norfilms for, all damages and costs (if any) awarded in favour of you which are payable by, or agreed with the consent of you (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
- 9.g without prejudice to any duty of you at common law, Norfilms shall be entitled to require you to take such steps as Norfilms may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Norfilms is liable to indemnify you under this clause

### 10. General

- 10.a Any notice required or permitted to be given by either party to the other under these Terms and conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 10.b No waiver by Norfilms of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.c If any provision of these Terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and conditions and the remainder of the provision in question shall not be affected.
- 10.d The Contract shall be governed by the laws of England, and you agreed to submit to the non-exclusive jurisdiction of the English courts.

