

1. These conditions apply to every proposal, tender and agreement between GWEPA.COM, hereinafter referred to as "GWEPA", and an OTHER PARTY, hereinafter referred to as "CLIENT", which Gwepa has declared these conditions applicable, as far as parties have not deviated explicitly and in writing from these conditions .
2. The present conditions also apply to agreements with Gwepa, for the execution of which third parties should be involved by GWEPA.
3. The applicability of any purchase or other conditions of the CLIENT is explicitly rejected
4. Gwepa expects 50% of final payment on signing of the contract and the final 50% on completion of production.
5. Final payment is due no later than 14 days after the date of the final invoice.
6. Product will be delivered once final payment has been received and cleared.
7. Payment by bank transfer.
8. All transfers must be made payable to dStinctiv Group.
9. Client is responsible for all expenses incurred by Gwepa during all stages of a production. Including but not exclusively: transport, food, accommodation, equipment hire, communication costs and media.
10. On delivery of final product copyright will be transferred to the client, yet Gwepa will retain the right to use all approved footage for their own promotional purposes. This may exclude any third party material (e.g. Music).
11. The customer's requirements must be clearly provided to Gwepa. in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Gwepa and may incur further cost.
12. An audio visual will only be publicly released by Gwepa once the customer approves all content as complete and satisfactory and confirms this in writing. Unless agreed otherwise.
13. A customer may terminate the contract at any time by written notice of termination.
14. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Gwepa. unless any other written agreement is reached in advance.
15. Gwepa. reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.
16. Gwepa. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

17. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of audio visuals as long as it is acknowledged with a response.
18. Gwepa. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client. Unless agreed otherwise.
19. Any confidential or proprietary information which is acquired by Gwepa from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Gwepa will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
20. Any contract requiring Gwepa to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Gwepa. If Gwepa deem them not to of been so then Gwepa cannot be held responsible for failing to meet a deadline.
21. Any claims must be made in writing to Gwepa within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
22. Gwepa shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to Gwepa, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.