

# 3264 GROUP - 2008-2009 RATES, TERMS AND CONDITIONS

## GENERAL SERVICES (HOURLY)

All hourly rates are billed on 1 hour increments from start of job to finish unless otherwise agreed.

Clerical Rate .....	\$50
Administration/Meetings.....	\$75
Copywriting/Scriptwriting.....	\$75
Graphic Design .....	\$100
Web Design .....	\$100
Audio Production .....	\$100
Photography.....	\$125
Videography (Shooting, Editing and Post Production).....	\$125
Animation (Video and Web).....	\$125
Business and Technical Consulting.....	\$125
Scanning (or \$10/scan) .....	\$75

## GENERAL TERMS AND CONDITIONS

1. All work is done on a time and charges basis unless specific alternative arrangements have been agreed in writing.
2. All work done is charged on a cash basis unless specific arrangements have been made for a Net 30 days account.
3. Rates are subject to variance according to contract or special circumstances and may change at any time without prior notification. A deposit is required of approximately 50% for one-off projects.
4. Surcharge for out of hours work or same day rush (if available) 50%
5. 3<sup>rd</sup> party charges paid by 3264 Ltd. and Computer Concepts Ltd on behalf of the customer are subject to a 15% per annum handling fee if not settled within 30 days
6. We shall in respect of all unpaid debts due from the customer, have a general lien on all goods and property in our possession and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as we think fit and to apply the proceeds towards such debts. Notwithstanding this we shall still have the right to recover any balance remaining unpaid after the sale of such goods.

## EQUIPMENT RENTAL

7. The care, security, maintenance and appropriate use of any equipment owned by 3264 Ltd. or Computer Concepts Ltd shall be the sole responsibility of the customer during the time of possession and control by the customer, when such equipment is loaned or rented.
8. The customer shall bear the full cost of repair or replacement for any damages to such equipment.

## ESTIMATES

9. An estimate is not a quotation or a guaranteed price for a given job. Estimates are prepared using prevailing retail rates and are based on the estimated hours and materials required to complete the job. Variance on these estimates will be charged for unless specific alternative arrangements have been agreed in writing.

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### QUOTATIONS

10. All quotations are based upon the presently prevailing scale of wages, hours of work, cost of materials, etc. Any cost increase or decrease in these items will be charged for or credited accordingly.
11. All quotations are void after 30 days unless renewed in writing.
12. To be binding, all verbal quotations must be confirmed in writing.
13. All quotations are subject to amendment or withdrawal at any time prior to our acknowledgement of acceptance thereof.

### ILLEGAL MATTER

14. We shall not be required to process any content, which in our opinion, is of an illegal or defamatory nature.
15. The customer hereby warrants to us that he/she is wholly responsible for the use of all content delivered for processing and all content supplied in no way whatsoever violates any existing copyright, is in no way illegal or defamatory and infringes no law or statute.
16. The customer hereby indemnifies 3264 Ltd. and Computer Concepts Ltd. in respect of any claims, costs and expenses arising out of any illegal or defamatory matter produced for the customer or infringement of any law, statute, copyright, patent or design or private right.

### CUSTOMER'S PROPERTY

17. We reserve the rights to charge the customer at prevailing rates, for handling and storing customer's stock, printed matter or other items held more than thirty (30) days.
18. All customer's property that is stored at 3264 Ltd. or Computer Concepts Ltd premises is stored at the customer's risk, and we are not liable for any loss or damage thereto regardless of circumstance or cause.

### FORCE MAJEURE

19. All work is accepted on a "best efforts" basis and as such we offer no implicit guarantee of completion by any date. Every effort will be made to carry out contracted work but its due performance is subject to cancellation by us or to such variation as we may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond our control.

### COPYRIGHT

20. Copyright to all original work shall remain the property of the Author(s)/Photographer(s)/Artist(s) unless specifically transferred by agreement in writing.
21. When not specified otherwise, usage rights of any creative work shall be deemed to be single use rights only.

### CONFIDENTIALITY

22. Best efforts will be made to keep all confidential information, transactions, trade secrets and research that become known to the employees of 3264 Ltd. or Computer Concepts Ltd strictly confidential.
23. The customer hereby indemnifies 3264 Ltd. and Computer Concepts Ltd. in respect of any claims, costs and expenses arising out of the disclosure of such information through circumstances beyond our reasonable control.

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<b>3264 GROUP APPLICATION FOR BUSINESS CHARGE ACCOUNT (NET 30)</b>	
<p><i>This application is for business accounts with 3264 Ltd. and Computer Concepts Ltd. operating as the 3264 Group. This form may be used for any individual or organization which maintains a legal presence in Bermuda and has approval by the Bermuda Government to transact business in Bermuda. Overseas individuals and organizations should contact us directly regarding customer accounts.</i></p>	
Primary Billing Contact	Role
Legal Name of Business	
Incorporation Type	<input type="checkbox"/> Limited Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Registered Charity <input type="checkbox"/> Other
Billing Address	
Street Address	
Telephone	Fax
Email	Other Contact
Nature of Business	
Preferred Bank	
Credit References (Name and Contact)	
Supplementary Information	
<p><i>The undersigned hereby affirms that they are the lawfully authorized representative of the organization applying for a NET 30 business account and hereby grants Computer Concepts Ltd. or 3264 Ltd. or agents thereof, authorization to make enquiries regarding the credit worthiness of the applicant organization. All accounts are subject to approval and we reserve the right to discontinue existing account holder privileges without notice at any time for any reason. The undersigned agrees to be bound by the credit policies as posted on the 3264 Group Website at <a href="http://www.3264.bm">http://www.3264.bm</a> which are subject to change without notice.</i></p>	
Full Name (Print)	Position
Authorized Signature	Date (dd/mm/yy)