

TERMS AND CONDITIONS

These Terms and Conditions apply to every order for time-lapse services placed with Design Film Digital Solutions Ltd. (Solutions). We are also known in the industry as Time-Lapse Solutions and simply Solutions. We're passionate about our customers and making sure that you're happy. The following sets out the terms and conditions that apply to your order in what we hope is a straightforward and customer friendly way.

1. Ordering time-lapse services from us

Orders are placed for our time-lapse services by completing our Booking Form, which we will send to you by email.

2. Our contract with you

When you decide to order time-lapse services from us, you are making a request. We'll acknowledge this by sending you a confirmation that we've received your order. However, it's important to note that this doesn't mean your order is final yet. Our agreement with you will be fully confirmed only after we've successfully delivered the services. We aim to fulfil every order we receive, but there are times when we might have to say no. This could be because of a mistake on our end, like getting the pricing wrong, or maybe because of bigger things that are out of our control. If we find ourselves unable to proceed with your order, we will make sure to return any payments you've made to us. We also hold the right to not go through with an order for any reason. If this happens, we won't owe anything to you or anyone else affected by this decision. Plus, sometimes we might need to update the terms and conditions we operate under. If we do make changes, they won't mess with any orders you've already placed and paid for. These updates would only apply moving forward.

3. Quotations, descriptions, pricing and availability

For every time-lapse project, we'll give you a detailed quote. This means we'll tell you upfront about all the work we'll do, what we need to get started, any travel costs, what happens after we're done filming, and how you'll get your digital content.

The pictures and descriptions on our website or any messages we send are just examples. We try our best to make sure they're accurate about what we offer. But sometimes, what you get might be a bit different from what you saw or read. We always put safety first. If something you want us to do seems risky, we might need to change it a bit. We promise to never put people, the equipment, or property in danger.

We aim to keep our prices and services just as we quoted. If something out of our control happens, like our costs go up because of our suppliers or equipment gets more expensive, we'll let you know why and what changes might be needed. You can choose to agree with the changes or not. If you don't want to, we'll do our best to stick to our original quote as much as we can, as long as it's safe and doable.

We'll do everything we can to make sure we can deliver our time-lapse services. But sometimes, things we can't predict may happen, like not having the right equipment available, technical problems, or new rules that affect our work. If there's a delay, we'll tell you right away and figure out the best way to move forward.

The price we quote you is good for 30 days. After that, we might need to update it based on what's going on in the market or our own costs. We promise to keep you informed about any changes or delays. We're all about being clear and upfront with you, so if anything changes, you'll be the first to know. We're not responsible for any costs or issues that come up because of changes we've told you about.

4. Payment terms

For our time-lapse services, payment for what we call "One-off" services is required in full before we start working. These services, detailed in our quote, may include costs for equipment, setup, installation, processing, editing, travel, and more.

"Ongoing" services are typically paid for each month in advance, cover items like data SIMs, equipment rental, storage, support, access to our web portal, routine maintenance, and monthly progress films, among others. This payment structure helps us plan and allocate our resources efficiently. For longer projects, we might offer a 5% discount for paying these continuous expenses upfront, though this is at our discretion.

While we generally require payment before in advance, we might offer payment terms to certain clients on a case-by-case basis. This is not a guaranteed option, and if offered, payments must be made within 15 days of invoicing. We reserve the right to withdraw credit terms at any time without prior notice.

You agree to make payments without delay for any reason, including disputes, claims, or any issue that might interfere with the payment process. If payments are late, we may have to stop our services and charge extra fees. Late payments will accrue interest at the Base Rate plus 8% per month from the due date until the payment is complete. Delays in payment could result in penalties, service interruptions, and potential legal action to collect owed amounts. We take our financial arrangements seriously and expect our clients to do the same, ensuring a smooth and professional working relationship.

5. Our advice

We are experts in time-lapse photography, our first step is a detailed discussion about your project. This allows us to understand your specific needs and objectives. Getting the equipment right is key to ensuring the success of your project.

In our discussions, we'll look into whether it's better for you to buy or rent the equipment based on what makes the most sense financially for you. We'll consider the details of power options, how to stay connected, the best spots for the camera, and how to manage editing and data storage. You'll find more specific details about these topics throughout this document.

Our advice is here to guide you toward making choices that are well-informed. Though we bring our experience and expertise to the table, please remember that we can't make promises about the equipment being perfect for every scenario. We offer our recommendations hoping to assist you in selecting services and products that fulfil what you're looking for. Your questions are always welcome. Ultimately, we want your project to be a success and to build a lasting relationship with you.

6. Fully managed service

Whether you choose to buy or rent your time-lapse system, we offer a fully managed service so that your time-lapse project runs smoothly, from start to finish. Here's what you can expect:

Once we decide on the best equipment for your project, including the necessary data and connectivity packages, we'll set-up your equipment at our offices and then we safely install your system at your site at the agreed time and date. We'll handle all the necessary paperwork, such as risk assessments and method statements. When we have installed and tested your system at your site and it is up and running, we will store your data securely on our servers and provide you with real-time access to the images on a secure web portal.

Throughout the project, we monitor the system, making adjustments, offering support and maintenance, and any other troubleshooting needs that arise. We'll try and resolve any issues swiftly. For more information, please see our clauses on monitoring, maintenance, and support.

Once your project ends, if you want, we can decommission and remove the equipment. We can also store the equipment until it's needed again. We offer comprehensive post-production services, starting with processing your data and then editing it into the final video content that require. This includes integrating any additional content you may provide.

While we will always try to meet your requirements, certain factors outside our control such as project feasibility, site conditions, connectivity, environmental factors, and technological limitations can impact our ability to do so. Changes in these factors may require adjustments to our agreement, for which we will not be liable. Understanding these limitations allows you to have clear expectations of our service capabilities and demonstrates our commitment to delivering a high-quality, reliable time-lapse solution for your project.

7. Rental equipment

For some short-term time-lapse projects, renting our equipment might be the most cost-effective option. Here's what you need to know when you choose to rent from us:

If you're new to our services, we'll need to verify your identity. This step is for our protection against loss. We promise your information is kept confidential. However, we reserve the right to decline an order if we're not satisfied with your documentation or our checks. This verification process applies to your first and any subsequent agreements with us.

The equipment you rent is our property. You're responsible for taking good care of it during the rental period and returning it in working condition. Please inform us about your intended use of our

equipment. This helps us ensure the equipment suits your needs, though we can't guarantee it will be perfect for every specific task.

The rented equipment cannot be sublet, sold, or transferred without our express written approval. We must have access to inspect the equipment at reasonable times, and you need to inform us if you plan to take it outside the UK, as we may not permit it.

It's your duty to safeguard the equipment from theft, damage, or any risks. Using the equipment for hazardous tasks requires our prior consent. Inform us promptly if the equipment is moved.

You are responsible for the equipment's security throughout the rental. You'll cover all costs for repairs or replacement of lost or irreparably damaged items. An administrative fee of £150 will be charged for each missing or damaged item. You're liable for any lost rental income we incur due to the equipment's damage or loss, for the duration of repairs or replacement. We take all losses seriously and will investigate. If equipment is stolen, you must report it to the police immediately and provide us with a crime reference number. You are financially responsible for the equipment's full value, and we will take necessary steps to recover any losses.

If we come to install the equipment and can't because of a problem not caused by us, your rental time starts as it says on your booking form. You should have the equipment ready for us to pick up where we agreed on the last day of your rental. If we can't get the equipment because of something you did or didn't do, you'll have to pay a £350 fee. And if we need to keep renting the equipment to you until we can pick it up, you'll pay extra for that time.

If the equipment isn't where it needs to be for us to take it back within 24 hours after we were supposed to pick it up, we'll charge you a day's rent for every day it's late. We work out a day's rent as a quarter of what a month's rent would cost. If you don't let us pick up the equipment when the rental is supposed to be over and you haven't told us why or asked to keep it longer (and we haven't agreed it in writing), we'll have to look into it. We could even tell the Police it's stolen and do whatever we need to do to get it back. This could mean we charge you the full price to replace the equipment.

8. Power

- **Standard Power Connection:** Choose between 240v and 110v power supply for your time-lapse system. When ordering, please specify which one you need so we can set up your system correctly. It's your responsibility to make sure a suitable and reliable power source is available at the project site.

Alternative power choices:

- **Solar Power:** Our systems can run on solar power. We'll configure the solar system based on where you'll be using it. Keep in mind, though, solar power depends on the weather, and if bad weather affects the system's performance, that's beyond our control.
- **Battery Power:** If you opt for battery power, we'll advise you on how often to switch out and charge the batteries. Keeping the batteries charged and switched out is your responsibility. If the system stops working because the batteries weren't looked after, we are not responsible

for any downtime or missing data. We do not recommend battery power for long-term projects.

9. Internet connectivity

Our time-lapse systems usually require a reliable internet connection to work.

- **Mobile Data:** If we supply a SIM card, we aim to ensure a good mobile service. However, due to variables like network congestion or poor coverage, we can't promise constant coverage. You'll get a SIM with a data plan that fits the project's needs, but you'll need to pay for any data you use over that amount. If you use your own SIM, we can't ensure it will work perfectly, but we'll try to keep our services going.
- **Wi-Fi Connectivity:** Our systems can use your Wi-Fi networks. It's crucial that your Wi-Fi network is robust and can support the demands of our system. Public Wi-Fi, Wi-Fi that makes you log in on a webpage, or Wi-Fi that has connectivity restrictions will not work with our systems.
- **Satellite Internet:** In places where Wi-Fi isn't an option, we can arrange for satellite internet, which gives a good connection almost anywhere. Setting this up might cost extra and involve more steps to get started.
- **Wired Internet Access:** Using your own internet infrastructure may need a direct wired connection to your router. Adjustments to your router or firewall might be required for services like remote support and live streaming. The performance and management of your internet connection and networking equipment is outside our control.

If we use your internet connectivity – whatever type it is - it's up to you to make sure it works for our system. We can't be blamed for problems that come from your service or equipment.

10. Installation

To ensure a smooth installation, we may conduct a site visit to assess the site and discuss requirements such as installation, power, and connectivity, along with any other site-specific concerns. We'll agree any costs for this visit beforehand. It's important that you provide us with full access to the site. Based on our assessment, be aware that installation prices may be subject to change.

You must grant us entry to the site to set up the equipment. If you don't own the property, you're responsible for getting the owner's permission. You also need to secure any necessary planning permission. We won't bear the costs for removing or relocating equipment if you haven't obtained these permissions.

You agree to have everything ready for us to install the equipment on the agreed day. If we can't install due to your oversight—like not providing safe access, power, or internet connectivity—you'll be charged a failed installation fee of £350, plus any extra costs for travel or accommodation.

Inform us if specific licenses or training are needed for us to work on your site. Failure to inform us, resulting in an unsuccessful installation, will lead to a failed installation fee. You may also need to cover the cost of any additional training required.

The cost of hiring any equipment or machinery (plant hire) needed for installation is not included.

All installation dates and times we provide are made in good faith but are not guaranteed. Installations are typically scheduled for weekdays, from 9:00am to 5:30pm, unless we agree otherwise in writing. Equipment will be delivered to the address outlined in the booking form. We aim to install on the scheduled day, but we're not to blame for delays outside our control.

11. Time-lapse quality

We understand every project is unique, and we aim to capture your site in its entirety. However, certain unique site challenges might prevent us from capturing every angle. We use state-of-the-art equipment to ensure high-quality time-lapse videos. Even with the best system, there might be factors that limit what we can achieve. If any issues arise due to our equipment, the location, or connectivity, we will find solutions. The footage we collect goes through advanced software to create your final video. Keep in mind that this high-tech software, while top-of-the-line, isn't perfect. The sheer amount of footage, weather conditions, and the specifics of your site can all affect the end product. We're committed to delivering the best service possible. If a glitch happens with our gear or software and it's out of our hands, we can't be held accountable. But, if there's ever an issue or concern, we promise to communicate openly with you to resolve it. We're responsible for what's in our power to manage.

12. Live video (CCTV)

For live videos, we use services from other companies. We pick these services carefully, but sometimes they might have problems we can't fix. The performance of these services isn't something we can control. The speed of the internet at your location is important for live streaming. If the internet is slow, it might cause the video to stop or slow down. To keep the video going smoothly, we might need to lower the video quality a bit. We'll always try to find the right balance to make sure you get a steady video stream. By choosing our live streaming service, you understand these possible issues. If there are interruptions or the video quality isn't as good because of slow internet or the streaming service having problems, we can't be held responsible. Our job will be to adjust things as best as we can with what we have to work with.

13. Customer portal

We offer a customer portal that allows you to view your images as they're captured, aiming to maintain continuous access and smooth operation. However, we can't ensure constant availability or the absence of errors. Should the time-lapse system experience power or internet disruptions, resulting in data gaps, we cannot be held accountable for these lapses. Furthermore, while password protection is in place for portal security, we cannot guarantee total protection against security breaches.

14. Camera monitoring

We use automated systems to keep an eye on your cameras. These systems are designed to alert us if a camera stops sending images. However, please understand that this monitoring isn't failproof—there might be times when a camera skips sending an image or two due to network glitches or power hiccups, and we consider this normal. If a camera hasn't been sending pictures for several hours, that's when we step in. We'll get in touch and may ask you to check things on your end. This could involve a visual check of the camera or making sure it's still got power.

It's important to note that our monitoring doesn't extend to the content of the images. We won't be watching what the camera captures, so we can't give you a heads-up about any unauthorised access or suspicious activities at your site. Keeping an eye out for trespassers or any criminal action on your premises isn't part of our service.

15. Support services

We're here to help you get the most out of your time-lapse system. Whether you need advice on using your cameras and the system, help with a problem, or just want to talk about time-lapse photography, we're always here to help. If something isn't working right, please try and let us know within 48 hours so we have the best chance of identifying any issues. But you can reach out anytime you have questions or need help. Just call or email us during our office hours with as much information you have include photographs and screenshots if possible and we'll keep you updated on progress by email. To fix issues quickly, we often use remote access software that lets us look at your system from our office, which means we might not need to visit you. We promise to respond to your help requests within 2 working days, but we usually try to get back to you even faster. We want to make sure you can keep capturing great time-lapse shots without any hassle.

16. Maintenance services

We're dedicated to keeping your time-lapse cameras, communication systems, data storage, and web portal running smoothly. If any equipment stops working and we are unable to resolve the problem remotely and the problem is because of something we've missed or equipment failure and we are unable to resolve the issue remotely we promise to come to your site and fix or replace it, unless the problem was caused by things like misuse, extreme weather, network problems outside our control, theft or criminal damage. If fixing the equipment would cost too much, we'll replace it with something just as good, so your project keeps going smoothly.

When there's a problem, we aim to get our technicians to your site within 5 working days. The exact timing depends on our schedule but we will keep you informed when we will be at your site. We need full access to the site and equipment when we arrive. If we can't get into the site or access our equipment because of something preventable, there's a £350 charge. We might ask you to do some simple checks before we visit. This could include doing a visual inspection of the equipment, checking the power, and taking some photographs. This helps us figure out the problem faster.

Keeping your support and maintenance services active depends on you paying the agreed fees on time. If payments stop or are late, we might have to pause or stop our services.

Additional Fees:

Issues not covered by your maintenance agreement will lead to a call-out fee of £250, plus £100 for every hour we're working on-site. If you're over 100 miles from our Guildford office, there might be extra costs. We'll discuss and agree any fees with you beforehand.

17. Creative control

We don't manage time-lapse system; we make great content. This means we have full creative and editing control over both the filming and the post-production processes. Our team makes all the essential artistic decisions that affect the look and feel of the footage, including colour balance, camera settings, and the choice of where and how we film. This includes post-production and editing, where we apply our judgement to ensure the final product meets both your needs and our standards of excellence. We value your vision and input. Throughout the creative process, we are open to hearing your requests and incorporating your feedback. While we aim to meet your requirements, please be aware that there may be instances where it's not possible to implement every request. Factors such as budget and technical limitations may influence the extent to which we can accommodate specific wishes.

18. Time-lapse data processing

After your project ends, we'll gather all the pictures we've taken and create a raw time-lapse video. This includes de-flickering the images to make the film look better. The raw time-lapse movie we make isn't ready to show the public yet. But, it's a great starting point if you want to do more editing later. If you're looking for a finished, polished video, we'll take your raw movie and make it even better by colour grading, smoothing, editing any unwanted footage, and adding your brand, graphics, music and any other material you may want included. If you want us to edit your movie, you'll need to look at our editing clause to see how much it costs and what it includes. Choosing our editing services means your time-lapse movie will look the way you want.

19. Editing services

We offer editing services on a time and materials basis. You can buy editing hours in advance, using it whenever you need. This way, you have the flexibility to get our help exactly when your project calls for it. We'll give you an estimate of how much editing time your project might need, based on what we know from past experience. Remember, complex projects or changes you ask for might mean we need more time to get everything just right and we may ask you to buy more editing time. You can use any time you've bought for this project or save it for later ones. We aim to finish editing within 2-4 weeks after you tell us to go ahead. To keep things moving, we need your feedback along the way. If we don't hear back from you after 2 weeks, we'll assume you're okay with how things are and keep going. If we finish editing and don't get a final okay from you after 2 weeks, we'll consider the project done. Once you've checked and approved the work, we can't be responsible for any mistakes found later. We suggest you take a close look and make sure everything is as you want it before giving us final sign-off.

20. Content delivery and format

Once we project is completed, here's how you can expect to receive your content:

- **Photographic Content:** We deliver high-resolution photos in JPEG format. These are perfect for any use, whether it's online or in print.
- **Video Content:** Expect 4K videos from us provided in either MP4 format.

We will ensure that receiving your content is convenient and secure. We offer several methods for content transfer:

- **Download:** We'll send you a secure link so you can download your content straight from our cloud storage. This method is fast and direct, ensuring you get your content as soon as it's ready.
- **Physical Media Delivery:** If you prefer having a physical copy of your content, we can transfer it onto a USB flash drive or an external hard drive. This option is available for an additional fee and will be mailed directly to your chosen address.
- **Online File Transfer Services:** We also use trusted online file transfer services like WeTransfer or Dropbox.

It's important that you provide us with precise information on where and how you'd like to receive your content. Make sure you have the right tech setup to open and use the content in the formats we provide. While we're here to help with basic guidance on accessing and downloading your content, please note that in-depth tech support goes beyond our delivery scope. Once we've sent your content, please let us know you've received it within five business days. If we don't hear back from you or if there are no reported issues within this period, we'll consider the delivery complete and successful.

21. Data storage

Throughout your time-lapse project and for a period of 30 days after the completion of your time-project, we will retain your project data on our secure servers. We commit to weekly backups during the length of the project and this additional period to maximize the protection of your critical data. Despite these measures, it's important to understand that we cannot be held liable for any data loss or its potential impact due to backup failures. While we strive for data integrity, absolute data recovery is not guaranteed. For added security, we recommend maintaining your own backups of your data.

After the 30-day period, we offer several data storage options:

- **Deletion:** At no additional cost, you have the option to permanently delete your data from our servers. Please consider the significance and value of your content before opting for deletion.
- **Electronic Transfer:** For a one-time fee of £150, we can electronically transfer your data to you via a service such as WeTransfer. Due to the potentially large volume of data, please be prepared for this process to take some time.

- **Hard Drive Delivery:** Alternatively, we can copy your data onto a hard drive and mail it to you. This service is provided for a total cost of £250, covering both the hard drive and shipping expenses.
- **Extended Storage:** If you wish to continue having your data stored securely on our servers beyond the 30-day period, we offer an extended storage service with a monthly fee of £60. This ensures continued access to your data whenever you need it.

22. Intellectual property and usage rights

All content created by us is owned by us. When you've paid for our services in full, we give you a non-exclusive, ongoing permission to use the images and the final video. This permission mainly covers the uses we talked about in our initial quote, like general marketing efforts. We remain the owner of all the original footage and design files.

If someone else wants to use the videos we made for you, they need to get our okay first, and there might be a fee for that. There are two exceptions:

- If the third party is making marketing material for you.
- If it's for a news piece about you, as long as they credit us and link back to our website.

23. Copyright buyout

You have the option to purchase the full copyright of the data captured by Drone Solutions. For a one-time fee of £750, we will transfer all copyright ownership of the specified data to you. This will include all photographic and video materials created during the project. Once the buyout fee is paid in full, you will hold all rights to the data, and we will no longer retain any ownership or control over the content.

24. Privacy clause

We specialise in time-lapse photography and videography. We always try our best not to capture anyone's personal details or faces. However, sometimes, people might accidentally get into a shot. If this happens, we can't be held responsible for any accidental filming or the effects it might have. Our privacy policy is on our website which explains how we handle these situations and make sure we're respecting everyone's privacy.

25. Termination

If you cancel your order 10 working days before the installation date, you need to pay half (50%) of the total project cost, which includes any ongoing service fees. If you cancel just 5 working days before the installation date, you must pay the full project cost, including all ongoing service fees. We'll keep giving you the same services even after your contract ends, unless you tell us you want to stop. If you decide you no longer need our services, please let us know with a written notice 60 days before you wish to end them. If payments aren't made as agreed, we have the right to stop providing our services. If you Want to change your installation date within 10 days of the original

schedule. There's a £200 fee. If we can't find a new date within two weeks, regular cancellation fees will apply. A full working day for us is 8 hours long, but we don't count weekends or public holidays.

26. Limitations on liability

If we can't complete the project because of issues on your end, such as not being able to access the site, unexpected activities there, or the failure of a power supply or internet connectivity, you'll still need to pay the full-service cost. We always plan to complete projects on time, but sometimes, things beyond our control can cause delays. We can't guarantee deadlines if unforeseen events happen. We're also not responsible for any missed opportunities or additional costs you incur because of these delays. Problems caused by unclear or incomplete instructions from you, or delays due to external authorities (like planning departments, landlords or the police), are not our responsibility. We also can't be held liable for any loss of profit or other damages you claim, even if you've warned us about possible losses. The maximum amount we'd have to pay you in damages, for any reason, is limited to what you've paid us for the service. If 'force majeure' events - such as natural disasters, wars, strikes, or government restrictions - prevent us from fulfilling our contract, we won't be liable for not completing the work on time or at all.

27. Confidentiality

Throughout our contract and beyond, we are dedicated to safeguarding your confidential information. We promise to handle your confidential data with the same level of care that we apply to our own, ensuring it remains protected from unauthorized access or release. Confidential information includes any data explicitly labelled as confidential or shared in confidence verbally and then summarized and classified as confidential in writing within 15 days.

However, it does not cover information that:

- Was already known to us prior to your disclosure.
- Has entered the public domain through no fault of ours.
- Is received from third parties free from confidentiality obligations.

When our contract ends, we both agree to either return or delete of all confidential information that you have shared with us when we were working together. This means we will continue to protect your data after the contract ends.

28. Offers of employment

Solutions is its own company, meaning we work with you on a project basis but we're not your employees. Our team members are part of our company, not yours. You can't offer a job to any of our team members or help them get a job with someone else because of the work they've done for you, unless you have our permission in writing first. This rule stays in place while we're working together and for 12 months after our work ends. If you hire one of our people without asking us first, you'll need to pay us £15,000. This rule is also for anyone who's working for us on your project. Trying to hire our team without our permission is against our agreement. If it happens, you'll be charged the fee we mentioned, and it might affect our working relationship.

29. Taxes & billing and payment process

Please note that our fees don't cover Value Added Tax (VAT) or any other applicable taxes. Should there be a requirement for us to cover VAT or other taxes related to the services we provide under this agreement, these costs will be passed on to you in your invoice. We won't be responsible for any interest or penalties that might come up if there's a delay or failure in paying these taxes on your part.

30. Legal costs

We are committed to resolving any issues amicably. If there's a problem, please reach out to us. We believe in working together to find a solution without resorting to legal action. Let's collaborate to resolve any disputes efficiently and fairly, avoiding court whenever possible. However, if legal action becomes necessary to enforce this contract, we can ask to be paid back for reasonable expenses incurred, such as lawyer's fees. Please note that while we can recover our legal costs, we will not be responsible for any legal expenses you incur.

31. Complete contract

This contract, with all its parts, like exhibits and appendices, is the complete agreement between us. It replaces any previous agreements. If there's any disagreement between this main document and the extras, this main document is what counts.

32. Changing the contract

If we want to change this agreement, those changes have to be written down and signed by both of us to count.

33. Notices

Any official messages about this contract will be in writing. We'll say it's been delivered if it's:

- Given to you in person.
- Sent by certified mail and three days have passed.
- Emailed to your last known email address, as long as a copy is also mailed or you confirm you got it.

If you need to update your contact details for the contract, just let us know the new details in the way we've said here.

34. No [agencyns.co.uk](https://www.agencyns.co.uk)

Just to be clear, this contract doesn't make us business partners, joint venturers, or anything like that.

35. Assignment

Either of us can pass this contract on to someone else. But if they don't pay up, you're still responsible for making sure the payment happens.

36. Governing law

This contract is completely under English law. If there's a disagreement that ends up in court, it'll be dealt with by the English courts.