



Terms & Conditions

1. Definitions:

1. "Company" – Terry Murphy Media carrying out business at Tycor, Waterford.
2. "Client" – any person, firm or company purchasing, commissioning or ordering the products of the Terry Murphy Media

2. General

1. All orders / commissions placed with Terry Murphy Media are subject to these terms and conditions. No modification or variation to these terms and conditions and no other terms and conditions shall be valid or effective and in particular (but without prejudice to the generality of the foregoing) no modification to these terms and conditions shall apply merely by the acknowledgement or acceptance by Terry Murphy Media of any purchase order containing terms and conditions at variance with or in addition to these terms and conditions unless such modifications or variations and other terms and conditions are expressly accepted in writing and signed by a partner in Terry Murphy Media

3. Specifications

1. Any descriptions and or illustrations, lists, samples or marketing materials merely present a general idea of the work offered and shall not form part of any contract and in particular shall not give rise to any sale by description or sample unless expressly so agreed in writing and signed by a partner in Terry Murphy Media
2. Terry Murphy Media cannot guarantee an exact match in colour or dimensions with previous work and goods are supplied subject to normal tolerance margins

4. Delivery

1. Any time stated for delivery are a bone fide estimate only and whilst Terry Murphy Media will use all reasonable endeavors to meet any such times stated delivery they should not be liable for any delay in delivery howsoever caused.
2. Terry Murphy Media shall be entitled to withhold delivery of any goods to the client where at any time delivery is due, payment is due to the company in respect of any other goods or services supplied to the client under any contract whatsoever.

5. Information

1. The client shall furnish Terry Murphy Media with any information necessary for the performance of any order in writing and in reasonable time to enable Terry Murphy Media to perform the order and Terry Murphy Media will not be responsible for any delays or losses incurred by the client or any third party as a result of the clients failure to furnish accurate order details.



6. Payment and Price

1. A quotation of Terry Murphy Media does not constitute an offer by Terry Murphy Media to supply the goods and every acceptance of any quotation of Terry Murphy Media and every order by the buyer in response to any quotation of Terry Murphy Media shall be deemed an offer by the buyer to Terry Murphy Media and will not be binding on Terry Murphy Media until Terry Murphy Media has given written acknowledgement of its acceptance of such order in the form of an sales order / invoice.
2. The buyer shall pay the invoice in full on or within 30 days of issue – late payment shall be subject to interest
3. Terry Murphy Media reserves the right to alter its quotation or order price by any additional sum as may from time to time be necessary to cover increases in the costs of the materials and / or labor or other factor effecting the cost of production or delivery which may occur between the date of conclusion of the contract and date of delivery to the buyer
4. Unless otherwise stated all prices are exclusive of VAT at the appropriate rate
5. Terry Murphy Media reserves the right to suspend or stop delivery under any contract without giving rise to any claim from the buyer or any third party whatsoever if any payment becomes overdue or Terry Murphy Media has reason to believe that the buyer is or maybe unable to unwilling to pay for the goods

7. Defects

1. The buyer should satisfy themselves of the fitness for purpose of all goods ordered and will be deemed and conclusively presumed to have done so. Terry Murphy Media warrants the goods against defects and materials or workmanship subject to the terms and conditions therein and Terry Murphy Media's obligations under the warranty and limited to repair, replacement or refunding the cost of the goods or of those parts of the goods which are defective at Terry Murphy Media's option.
2. Claims in respect of faults readily discernible on a reasonable examination of the goods shall be made as soon as such faults are discovered but in any event within one week of delivery of the goods
3. Notice of any defect must be given to Terry Murphy Media in accordance with condition 9 herein within 3 working days of discovery of same and the company must be given an immediate opportunity to inspect the goods failing which all claims shall be deemed to be absolutely barred.
4. Terry Murphy Media shall not be liable to repair, replace or make good any loss in respect of defects caused by incorrect handling, carriage, storage, treatment or use by the buyer or any third party or by normal wear and tear.

8. Liability

1. Terry Murphy Medias shall have no liability for any indirect or consequential losses or expenses, however caused, including loss of or damage to anticipated profits, contracts, reputation or goodwill, labor costs or losses or expenses arising from third party claims.
2. In no circumstances shall Terry Murphy Media's Liability in contract, tort or otherwise exceed the invoice price of the particular goods giving rise to the liability.



9. Notices

1. Any notice to be given by either party to the other shall be in writing and any notice or other document may be served either by delivering by hand or sending it by post. Service by delivery by hand shall be deemed to be effective upon delivery to the relevant address; service by post is affected two days following the date of posting.

10. Construction

1. If at any time one or more of the listed conditions or any paragraphs, sub-paragraphs or point thereof becomes invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions thereof and of the other conditions herein shall not in any way be affected or impaired thereby.

11. Waiver

1. No failure, forbearance, delay or indulgence by the company in enforcing its rights shall prejudice or restrict such rights and no waiver of any such rights or any breach of any contractual term shall be deemed to be a waiver of any other right or of any later breach.

12. Force Majeure

1. Terry Murphy Media shall not be liable for failure or delay in fulfilling any of its obligations where fulfillment thereof is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond its control.

13. Law / Jurisdiction

1. These conditions and all agreements between Terry Murphy Media and its client shall be governed by and constructed in accordance with the laws of the Republic of Ireland and any disputes shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland



Image licensing agreement

1. Copyright

1. Terry Murphy holds the exclusive copyright to all work / images created by Terry Murphy Media
2. All rights are reserved

2. Image License

This license agreement ("Agreement") is between you ("Licensee"), and Terry Murphy, and governs your use of Licensor's Images.

1. License

Subject to the terms of this license agreement, Terry Murphy grants the Licensee a worldwide, non-transferable, non-exclusive right to reproduce transmit and display, in whole or in part Terry Murphy's images an unlimited number of times, in any and all media for the purposes described below. Terry Murphy represents that he has the right to grant the license herein. All other rights to the Image(s), CD-ROM and accompanying materials (if applicable), including without limitation, copyright and all other rights, are retained by Terry Murphy. Each licence is for a fixed period of one year from the date of the invoice relating to the particular image. Licences are renewable only by signed agreement with Terry Murphy and the payment of the required consideration. Renewal of Licences is at the sole discession of Terry Murphy

2. Permitted Uses

- Any print media, including advertising and promotional materials, editorial publications and consumer merchandise;
- Any Internet, intranet, Online or web-based media provided the resolution of the images does not exceed 72dpi;
- Broadcast and theatrical exhibitions;
- Products intended for resale; provided these products are not intended to allow the re-distribution or re-use of the Image(s); and
- Additional uses approved in writing by Terry Murphy.

Licensee may alter, crop, modify or adapt the Images in connection with the above permitted uses. Licensee may make a back-up copy of the Image(s) for internal back-up purposes provided Terry Murphy's copyright and any image identifying information is retained with the file. Limited, temporary transfers of the Images are permitted to third parties integral to the creation of the final product, provided such third parties agree to abide by the terms of this agreement.

3. Number of Users / Seat License

Licensee may use the Images on a server, image library or network configuration to be viewed by Licensee provided that no more than 10 persons (including part-time and freelance employees or agents) of Licensee can access the Images. This is NOT a simultaneous user agreement. Before permitting access to more than 10 persons, Licensee must purchase a



separate license from Terry Murphy. For each additional individual user.
Contact: Terry Murphy on Int + 353 51 353 747

4. Restrictions on Use

Except as provide herein, Licensee may not

- sublicense, sell, assign, convey or transfer any of its rights under this Agreement.
- sell, license or distribute it's the images in such a way that permits Licensee's end users to extract or access the Images as a stand-alone file.
- Incorporate the Images into a logo, trademark or service mark.
- Distribute, post or upload the Image(s) online in a downloadable format.
- Use any Image in a pornographic, defamatory, libellous or otherwise illegal manner, whether directly or in context or juxtaposition with other materials.

5. Indemnity

Licensee agrees to indemnify and hold Terry Murphy harmless against all claims arising out of or in connection with any breach of this Agreement.

6. Warranties

Terry Murphy. Warrants the Images to be free from defects in material and workmanship for 3 days from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the Image(s).

7. Payment Terms

No rights to use the Image(s) are granted until the invoice relating to the Image(s) is paid in full.

8. Termination

The license contained in this Agreement will terminate automatically without notice from Terry Murphy if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must immediately (i) stop using the Image(s), (ii) destroy or, upon the request of Terry Murphy., return the Images to Terry Murphy., and (iii) delete or remove the Images from Licensee's premises, computer systems and storage (electronic or physical).

9. Revocation

Licensor reserves the right to revoke the license to use any Image(s) for good cause and elect to replace such Image with an alternative Image. Upon notice of any revocation of a license for any Image(s), Licensee shall immediately cease using such Image (s), shall take all reasonable steps to discontinue use of the replaced Image(s) in products that already exist and shall inform all end-users and clients of same.

10. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.



11. Choice of Law

These conditions and all agreements between Terry Murphy and the licensor shall be governed by and constructed in accordance with the laws of the Republic of Ireland and any disputes shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland