

## Quote

Met Office  
Fitzroy Rd  
Exeter  
Devon  
EX1 3PB

**Date:** 03-June-25  
**Expiry:** 03-July-25  
**Quote Number:** QS-23516  
**VAT Number:** 124 9359 03

Momentum user Workshop 2025 (9-13/06/25)

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### Description:

1x dual track, live event on 09-13/06/25 for approx. 33.5h broadcast from MO conf 1&2  
Communications, planning, technical event programme & speaker/host co-ordination  
Client call/support, testing, training, client to manage media release, speakers & assets  
Set-up of 2x stages (microphones & monitors) & PA systems, use existing venue screens  
All cameras, sound, broadcast equipment including video mixing desks and streaming equipment  
MS Teams meetings platform used for attendee viewing  
Bitpod to attend/produce & record the event and provide 'tidy' edit as HD H264 video files

Allocated time: 112 hours

Other costs:

Project deadline: 09-06-25 based on immediate quote approval.

Notes:

Subtotal	£12,839.86
TOTAL VAT 20%	£2,567.97
<b>TOTAL GBP</b>	<b>£15,407.83</b>

### Terms

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This quote is subject to the terms and conditions attached.

100% on completion. Payment by BACS using details supplied on invoice (issued after completion)



## SERVICE SPECIFICATION

**NAME OF CUSTOMER:** Met Office

**ADDRESS OF CUSTOMER:** Fitzroy Rd, Exeter, Devon. EX1 3PB

**AUTHORISED PROJECT MANAGER :** Marie Ozanne

**ESTIMATED COMPLETION DATE :** 9 Jun 2025

**DESCRIPTION AND SCOPE OF SERVICES:** See Quote QS-23516 for details

**RATES:** See Quote QS-23516 for £12839.86. This price shall remain valid for 30 days.

**INVOICING:** 100% on completion. Payment by BACS using details supplied on invoice (issued after completion)

We indicate by our signature that we accept the Terms and Conditions of this Agreement.

Signed by: *Isabel Kumik*

Name: Isabel Kumik

Title: Associate Commercial Manager

Date: 06/19/2025

For and on behalf of : Met Office



## TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**Agreement** - these Terms and Conditions together with the terms of any applicable Service Specification.

**Business Day** - a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Bitpod** - Bitpod Limited, company number 07850205, whose registered office address is: Courtenay House, Pynes Hill, Exeter, Devon EX2 5AZ.

**Customer** - the organisation or person who purchases Services from Bitpod.

**Intellectual Property Rights** - copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Materials** - any media, including but not limited to, text, images, diagrams, photographs and video, introduced or provided by the Customer to Bitpod for the purpose of providing the Service.

**Services** - the Services to be provided to the Customer in accordance with the Service Specification.

**Service Specification** - a statement of work, quotation or other similar document describing the



Services to be provided by Bitpod to which these Terms and Conditions are appended, and as may be updated by Bitpod from time to time.

**Terms and Conditions** - these terms, as may be amended and updated from time to time by Bitpod.

**VAT** - value added tax.

**Works** - all records, reports, documents, papers, drawings, designs, transparencies, photos, videos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by Bitpod specifically in connection with the Services

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.7 A reference to **writing** or **written** includes email but not fax.

1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. GENERAL

2.1 The Service Specification shall be deemed to be accepted when the Customer has signed and returned a copy of the Service Specification to Bitpod.

2.2 These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 If there is any conflict between the Service Specification and these Terms and Conditions, the Service Specification shall prevail where it explicitly states that it is intended to override the Terms and Conditions.

2.4 Bitpod will deem any or all of the Services (in part or in whole) complete when it has received



approval in writing from the Authorised Project Manager (as defined in the Service Specification). Any work conducted post completion of the Service after approval from the Authorised Project Manager may be subject to additional fees and charges.

### 3. FEES

- 3.1 The fees for the Services are as set out in the Service Specification.
- 3.2 Bitpod may invoice the Customer in advance of the Services being provided as a non-refundable deposit. Services will not be provided until outstanding invoices issued by Bitpod are settled in cleared funds. Any outstanding amount will be invoiced to the Customer intermittently or on completion of the Services.
- 3.3 Invoices issued by Bitpod to the Customer are due and payable within 30 days of receipt of invoice. Bitpod shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England. Any interest payment shall be capped in accordance with the Late Payment of Commercial Debts Act and interest shall only be payable if awarded by a court.
- 3.4 In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order to Bitpod before the Services are rendered.
- 3.5 All payments made by Bitpod under this Agreement are exclusive of VAT except as otherwise stated.

### 4. BITPOD'S OBLIGATIONS

- 4.1 Bitpod shall use all reasonable endeavours to complete the Services within estimated time frames but time shall not be of the essence in the performance of any Services.
- 4.2 Bitpod shall provide the Services using reasonable skill and care and of a quality confirming to generally accepted industry standards and practices.

### 5. CUSTOMER'S OBLIGATIONS

- 5.1 To enable Bitpod to perform its obligations under this Agreement the Customer shall:
  - 5.1.1 co-operate with Bitpod;
  - 5.1.2 provide Bitpod with any information reasonably required by Bitpod as soon as reasonably practicable;
  - 5.1.3 obtain all necessary permissions, consents and waivers as necessary that may be required before the commencement of the Services; and
  - 5.1.4 comply with such other requirements as may be set out in the Service Specification or



otherwise agreed between the parties.

5.2 The Customer shall be liable to compensate Bitpod for any expenses incurred by Bitpod as a result of the Customer's failure to comply with Clause 5.1 (which the Customer has agreed to in writing ) or Clause 9

5.3 Without prejudice to any other rights to which Bitpod may be entitled, in the event that the Customer unlawfully terminates or cancels the Services agreed to in the Service Specification, the Customer shall be required to pay to Bitpod as agreed damages and not as a penalty the full amount of any third party costs to which Bitpod has committed and in respect of cancellations on less than five working days' written notice the full amount of the Services contracted for as set out in the Service Specification, and the Customer agrees this is a genuine pre-estimate of Bitpod's losses in such a case.

5.4 In the event that the Customer or any third party, not being a sub-contractor of Bitpod, shall omit or commit anything which prevents or delays Bitpod From undertaking or complying with any of its obligations under this Agreement, then Bitpod shall notify the Customer as soon as possible and:

5.4.1 Bitpod shall have no liability in respect of any delay to the completion of any project;

5.4.2 if applicable, the timetable for the project will be modified accordingly; and

5.4.3 Bitpod shall notify the Customer at the same time if it intends to make any claim for additional costs.

## 6. INTELLECTUAL PROPERTY

6.1 Subject to clause 6.2, and in consideration for the fees and the benefit conferred on each party by this Agreement, Bitpod assigns to the Customer upon settlement of the final invoice raised in relation to the Services, all Intellectual Property Rights in the Works and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, Bitpod holds legal title in these rights on trust for the Customer.

6.2 Where the Works (in whole or in part) have been created by Bitpod using a third-party plug in, the Intellectual Property Rights in those Works shall not be assigned to the Customer under this clause 6. In these circumstances the Customer may acquire or licence the Intellectual Property Rights from the third-party and/or Bitpod under a separate assignment agreement as appropriate.

6.3 Bitpod shall:

6.3.1 where it believes in its sole opinion it is reasonable to do so, and at the Customers cost; promptly to deliver to the Customer, all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and



the process of their creation which are in Bitpod's possession, custody or power;

6.3.2 not register nor attempt to register any of the Intellectual Property Rights in the Works, unless requested to do so by the Customer; and

6.3.3 do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Customer.

6.4 The Customer acknowledges that any request made by the Customer pursuant to clause 6.3.1, may be subject to charge by Bitpod on a time spent basis in respect of recovery and transfer of media from Bitpod to the Customer. In addition, the Customer will be charged for the cost of materials required for the transfer of media, such as hard drives and memory sticks where required. The Customer acknowledges that video footage captured by Bitpod is recorded and stored in a format not generally usable on most computers. Where the Customer requests footage in a usable format, Bitpod reserves the right to charge the Customer on a time spent basis for converting footage into a usable format.

6.5 In relation to the Works, both parties hereby waive absolutely their moral rights and/or shall procure the waiver of moral rights from individuals who may have such rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Materials and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world. Where the Customer provides or uses their own method of waiver under this clause, they shall indemnify Bitpod against any and all claims arising from such a waiver.

## 7. WARRANTIES

7.1 The Customer warrants that:

7.1.1 it is the sole legal and beneficial owner of, and owns all the rights and interests in, or has an appropriate licence in place for any Intellectual Property it introduces or asks Bitpod to use in the provision of the Services;

7.1.2 so far as it is aware, exploitation of Intellectual Property rights in the Service will not infringe the rights of any third party;

7.1.3 any Materials are the Customer's original work and have not been copied wholly or substantially from any other source.

7.2 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Services.

## 8. INDEMNITY

8.1 Each party hereby indemnifies the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of





reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Bitpod arising out of or in connection with:

- 8.1.1 any breach of the warranties contained in clause 4 and clause 7;
- 8.1.2 any failure to fulfil the obligation at clause 5.1.3; or
- 8.1.3 the enforcement of this Agreement.

8.2 At the request of Bitpod and at the Customer's own expense, the Customer shall provide all reasonable assistance to enable Bitpod to resist any claim, action or proceedings brought against Bitpod as a consequence of that breach.

8.3 The maximum amount payable by either party under this agreement shall be limited to the price paid by the Customer to Bitpod for the Services at the time a claim is made.

## 9. POSTPONEMENT OF FILMING

9.1. If for any reason the Customer wants or needs to postpone filming, Bitpod require a minimum of 14 days notice, (being 14 days before the first day on which Bitpod are due to attend the Customer premises or another location for filming or the Customer is due to attend Bitpod's premises or another location for filming (**Filming Date**)).

9.2. If the Customer cancels or requests the postponement of the Services within 14 days of the Start Date the following charges will apply:

Number of days notice received before the Filming Date	Charge to the Customer (% of fees in relation to the Filming Date)
14 or more	no charge
13 – 8	50 %
7 – 4	75 %
3 or less	100 %

9.3. Bitpod reserves the right to charge the Customer for any expenses incurred in relation to a Filming Date which is postponed for both the original and re-arranged date.

## 10. TERMINATION

10.1. Bitpod may terminate this Agreement by providing the Customer with 5 Business Days written notice.

10.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:





10.2.1. the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

10.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

10.2.5. without affecting any other right or remedy available to it, Bitpod may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment or there is a change of control of the Customer.

10.3. Without affecting any other right or remedy available to it, Bitpod may suspend the supply of Services under the Agreement or any other Agreement between the Customer and Bitpod if the Customer fails to pay any amount due under the Agreement on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.4, or Bitpod reasonably believes that the Customer is about to become subject to any of them.

## **11. CONSEQUENCES OF TERMINATION**

11.1. Where this Agreement is terminated in accordance with clause 10.1 Bitpod will refund to the Customer any fees not allocated or expended at the date of the notice in relation to the Service.

11.2. On termination of the Agreement the Customer shall:

11.2.1. immediately pay to Bitpod all of Bitpod's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bitpod shall submit an invoice, which shall be payable by the Customer immediately on receipt;

11.2.2. return all of Bitpod Materials. If the Customer fails to do so, then Bitpod may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.



11.3. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

11.4. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

## **12. VARIATION TO THE SERVICE SPECIFICATION**

The Service Specification may be amended from time to time with the mutual Agreement of both parties. Where amendments are agreed, Bitpod will issue a revised or additional Service Specification which shall form part of the Agreement.

## **13. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **14. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## **15. ASSIGNMENT**

15.1 The Customer may assign its rights or obligations or delegate its duties under this Agreement but must provide written notice of the same to Bitpod.

15.2 Bitpod may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve Bitpod of its obligations under this Agreement.

## **16. VARIATION**

The Service Specification may be amended from time to time with the mutual Agreement of both parties as issued in writing prior to amendment. Where amendments are agreed, Bitpod will issue a revised or additional Service Specification which shall form part of the Agreement



## 17. SEVERANCE

17.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

17.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## 19. FORCE MAJEURE

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, but not limited to, adverse weather, background disturbance and noise.

## 20. THIRD PARTY RIGHTS

No one other than a party to this Agreement shall have any right to enforce any of its terms.

## 21. NOTICES

21.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

21.2 The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:



Delivery method	Deemed delivery date and time
Delivery by hand or courier.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of postage.	Midday on the second Business Day after posting or at the time recorded by the delivery service - whichever is earlier.
Email.	At the time of transmission if on a Business Day, otherwise at 10:00 on the next Business Day after transmission.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 22. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

