

The production company is Apple Video Facilities (Mr. Paul R Cragg and Mrs Pamela Holt t/a) of The Studio, 821 Chorley Old Road, Bolton, BL1 5SL, herein after referred to as AVF. "we" & "us" also refers to AVF.

These terms and conditions shall apply in respect of all goods and services we supply to you, except where these terms and conditions are specifically varied by mutual consent and confirmed in writing by ourselves. Together with the instructions from yourselves and terms of reference/quotation from ourselves, these terms and conditions shall constitute the entire agreement between us and shall prevail over your own terms and conditions. By entering into an agreement with us, you agree to and accept these terms and conditions.

1. Production

1.1 We shall produce your video or complete any other service in accordance with the terms of reference agreed between us prior to commencement, which may have been through verbal and/or written details from yourselves and/or planning meeting or other discussions. Agreement may have been made verbally, by letter or by email.

1.2. We shall produce one master copy of the production in DVD format for your own use, however additional charges will be made for any further copies.

1.3. Delivery times are approximate only and although we will endeavor to meet any deadlines you may have, we cannot guarantee delivery on at a specific time.

2. Acceptance and Changes

2.1 . A copy of the project shall be made available for your approval at agreed stages. At such stages changes will only be permitted where we have deviated from the terms of reference. After presentation of the final master, any changes or alterations to the final production will not be charged if they take less than three man-hours to complete. After that changes will be charged at the relevant hourly rate, and will include:

- a. Changes in respect of inaccurate or misleading information having been supplied by yourselves.
- b. Changes in respect of your failure to obtain consent from any third parties or employees necessary for the completion of the production.
- c. Changes that result from a significant change to the original Terms of Reference.
- d. Additions to the original specification such as (but not exclusively) alterations or edits of a planned piece or specific web versions that are not agreed at the outset.

3. Payment

3.1. Payment terms will be detailed in the quotation prepared by us, and may include a deposit and stage payments.

3.2 Where payment terms are not set out in the relevant quotation:

- a. For account customers payment is due before the end of the month following the date of invoice, i.e an invoice dated 14th February will be payable before 31st March.
- b. For all other customers payment is due at the time of collection/delivery of the completed project.

3.3 Payment must be in Pounds Sterling and by cleared funds or time must be allowed for the funds to clear.

3.4 We reserve the right to charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 at a rate of 5% above the HSBC PLC bank rate prevailing at the time. Any fees incurred by us in recovering payment will be chargeable

to the client together with an administration fee.

3.5 We reserve the right to charge a 2% administration charge for payments made by credit card. No such charge will be levied for debit card payments.

3.6 Any arrears of payments due will constitute a breach of contract and under such circumstances we reserve the right (without prejudice to any other right or remedy available to us) to stop or postpone delivery or performance under this agreement and we will not be liable for any loss you may suffer as a result of application of this clause. We shall have a general lien or right of retention on materials supplied by you to us until payment has been made.

3.7. Payment is to be made in full without any discount deduction, set off or abatement.

3.8 Where completion of the project is delayed by more than a week by yourselves for whatever reason (including but not limited to the delay in providing scripts or information to us) we reserve the right to invoice for up to 100% of the total fee and such invoice will be payable in accordance with the terms detailed in clauses 3.1 and 3.2 above.

4. Cancellation Policy

4.1 Where a project is cancelled we reserve the right to charge for any third party costs incurred to date together with our own charges at the rates of:

- i. 25% for 8 weeks or more before the planned project commencement date,
- ii. 50% for 4 weeks or more before the planned project commencement date,
- iii. 75% for 2 weeks or more before the planned project commencement date.

4.2 Where you request to change the planned production schedule we will do our very best to accommodate these changes for you, however, we also reserve the right to make an administration charge to cover an inconvenience or additional costs we may incur as a result of the change.

5. Health and Safety and Insurance

5.1. Where filming or other work is undertaken at your premises or at a location acquired by yourselves, then you are responsible for ensuring the location is safe and that adequate insurance is in place to cover the work being done.

5.2. You will also be responsible for ensuring that the location is in adequate condition and that all décor and any other props or costumes are up to the required standard.

5.3 You will provide us with any Health and Safety information or Risk Assessments that we may request from you so we can ensure the safety of our own staff and of all others involved.

5.4 We carry our own Public Liability Insurance.

5.5 Although we have an extensive knowledge of Health and Safety and legal issues relating to our own industry we may not be aware of matters specific to others. Therefore, it is your responsibility to ensure that the content of your production meets all Health and Safety and legal requirements.

6. Expenses

6.1 All known expenses will be detailed to you in our initial quotation, however we reserve the right to charge for all reasonable additional expenses should any arise. In addition to any unforeseen third party costs (such as equipment hire or location rental etc) our own expenses would include (but not are not limited to):

- a. £250 a half day (4 hours) on-location production or additional editing per operative
- b. £400 a day (8 hours) for on-location production or additional editing per operative
- c. Vehicle mileage £0.40 per mile

- d. Overnight stay £115 per person
- e. Daily subsistence £25 per person

7. Our Copyright Policy

7.1 The Copyright of all material that has been captured by ourselves is solely owned by ourselves and protected under UK Law.

7.2 It may be agreed as a specific variation to our standard Terms and Conditions that upon completion and receipt cleared funds, we will transfer the Copyright Ownership to the Client.

7.3 In both circumstances, we reserve the right to use the footage/material/media either in sections or in its entirety, for promotional purposes and royalty free.

7.3 Where the Client provides any material (including but not limited to video, audio, photographs, logos etc) for inclusion in the production, copyright must firstly be obtained from the original copyright owner/material provider, and written evidence of this must be passed to us. The Client will also indemnify us against any future possible claims, disputes, expenses or similar that may arise from using such material.

8) Performers Release Usage

8.1 Where individual contracts have not been entered into with performers or other individuals appearing in the production we recommend that Performers Release Forms are used. These are available from ourselves and ensure that permission for use of the footage is not subsequently withdrawn or that royalties are not subsequently claimed.

8.2 No discounts or liability will be accepted by us if shooting and/or re-editing are required due to a Performer refusing permission to show their image or use their audio in whatever form.

9. Storage Policy

9.1. All edited productions will be stored on client specific removable hard drives in their pre-finalised state to facilitate cost and time effective alterations or re-edits at a later date. The cost of such drives will be included in the quotation.

9.2 Although every effort is made to preserve footage for future use, we cannot be held responsible for any footage that cannot be accessed or used at a future date.

10. Warranties and Liability

10.1 We warrant that we will use all due skill and care in providing you with the product or service requested. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the product or service whether implied by statute, common law or otherwise is given, however where we supply goods to you as part of the Service we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by the persons supplying the goods to us.

10.2. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by you to us or instructions supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of yours.

10.3 Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of this agreement for any loss of profit or any indirect or consequential loss, loss of

goodwill, any destruction of data, damage, costs or expenses whether or not such losses were in the contemplation of the parties and at the date of this agreement, which arise out of or in connection with the provision of the Service.

10.4. Except in respect of death or personal injury our entire liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement between us shall not exceed either the amount of the price payable by you in respect of the services, goods and/or materials we supply to you or in respect of a valid claim the amount claimable under the terms of the appropriate insurance policy we hold.

10.5. You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.

10.6. Any claim that you may have against us must be notified to us in writing within one month of the claim arising.

11. Assignment

11.1. We reserve the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.

12. Severance

12.1. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the parties shall agree to amend the relevant provision as shall be necessary to ensure its application and the remaining provisions of the Contract shall remain full force and effect.

13. Waiver

13.1. Any waiver by us of any breach of or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the terms of this agreement.

14. Third Party Rights

14.1. The terms of the Contracts (Rights of Third Party) Act 1999 shall not apply to these terms and conditions.

15. Applicable Law

15.1. These terms and conditions shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.