



evolutions

Terms and Conditions

Mojo Bridge Limited (trading as 'Halo Post Production' / trading as 'Evolutions')

1. Definitions

"**Client**" means the person, firm, company or other body who purchases the Services supplied by the Company and shall where relevant be deemed to include all of its offices, employees, sub-contractors and/or agents, engaged in any way in the Contract.

"**Booking**" means the hire of the Facility and/or the supply of the Services during the period of booking in accordance with the terms of the Contract.

"**these Conditions**" means these terms and conditions of supply of services as amended from time to time in accordance with clause 2.5.

"**Charges**" means the rates agreed and payable for the Services.

"**Commencement Date**" shall have the meaning given to it in clause 2.2 of these Conditions.

"**Contract**" means the contract between the Company and the Client for the supply of Services in accordance with and incorporating these Conditions.

"**Deliverables**" means the results of the Services supplied by the Company to the Client.

"**Equipment**" means any equipment and all articles, material, software hired out or supplied by the Company to the Client or any replacements, substitutes and all accessories and additions made thereto.

"**the Company**" means Mojo Bridge Limited (company number 15360278) a company registered in England and Wales whose registered address is 25 Noel Street, London, W1F 8GX trading under the names 'Halo Post Production' and 'Evolutions'.

"**Facilities**" means those parts of the Company premises made available to the Client pursuant to the Contract.

"**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or getup, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Material(s)**" means any good or material provided by the Client to the Company in connection with the Contract, including but without limitation, any tapes, computer discs, hard disks, drives and devices intended to store Recordings made by the Client as well the Recordings stored on such media.

"**Order**" the Client's request for Services as set out in the Client's purchase order or the Client's acceptance, whether in writing, which shall include email, of the Company's quotation, which shall include the description and specification of the Services. The Client must ensure that the terms of its Order and any specifications are complete and accurate.

"Personnel" means the employees, agents, sub-contractors or other representatives of the Company whose services are employed by the Client in conjunction with the Services.

"Recordings" means any recording made by or on behalf of or at the direction of the Client prior to or after the commencement of the Contract.

"Services" means the services to be supplied by the Company to the Client on and subject to these Conditions, in accordance with any Order accepted by the Company, which shall include, without limitation, the supply of the Deliverables, Equipment, Personnel and/or Facilities as applicable.

"Working Days" means Monday to Friday (inclusive) but excluding statutory public holidays.

2. Basis of the Contract

2.1 All Orders for Services shall be deemed to be an offer by the Client to purchase Services pursuant to these Conditions and will not be binding until accepted by the Company.

2.2 No Order placed by the Client shall be deemed to be accepted by the Company until confirmation is given by the Company, or (if earlier) the Company commences the Services to the Client (which for the avoidance of doubt includes the receipt of any part of the Materials from the Client), at which point and on which date the Contract shall come into existence ("Commencement Date"). The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 In the event of any conflict or inconsistency between the terms and conditions in the Order and these Conditions, these Conditions shall prevail to the extent of any conflict or inconsistency.

2.5 No variation of these Conditions will be binding unless agreed in writing between a director of the Company and the Client.

3. The Services

3.1 The Company will supply the Services in all material respects in accordance with each Order accepted by the Company.

3.2 The Company will use its reasonable endeavours to perform the Services and deliver the Deliverables by the dates agreed with the Client, however (except to the extent it has not used its reasonable endeavours) such dates shall be estimates only and the Company will not be in breach of these Conditions or liable to the Client under any Contract for any delay in providing the Services and/or Deliverables.

3.3 The Client acknowledges and agrees that the time for performance of the Services and/or delivery of the Deliverables shall in every case be dependent upon the prompt receipt of all necessary information, material, final

instructions and/or approvals from the Client. Alteration by the Client of its requirements and/or failure by the Client to comply with its obligations under these Conditions may result in delay in performance of the Services and/or completion of the Deliverables, for which the Company shall bear no liability. If any such delays cause the Booking to overrun, then the Company may (but shall not be obliged to) allow the Booking to continue beyond the expiry of the Booking upon the same terms and conditions in the Contract and the Client shall be charged and shall pay for any additional time spent at the Facility.

3.4 The Company warrants that the Services will be performed with all reasonable care and skill.

3.5 Except as provided in clauses 3.2 and 3.3, the Company makes no warranties in relation to its performance of its obligations hereunder and accordingly all terms, conditions, warranties, representations or guarantees that would otherwise have been implied or otherwise imported into these arrangements by statute, common law or custom are hereby expressly excluded to the fullest extent permitted by law.

3.6 In the event that delivery of the Services requires access to offline edit suites for a period longer than that specified in the Order, then the Company, at its absolute discretion, reserves the right to allocate alternative offline edit suites, or require the use of remote edit services, to enable the completion of the offline edit. Where on premises offline edit suites are required for a period longer than that specified in the Order, the Company reserves the right to increase the rate chargeable for the extended use of the required Facilities.

3.7 Services are provided on the basis of an agreed schedule and scope of work ("the Order"). The Company cannot guarantee that Personnel and Facilities may not change if the agreed schedule and scope of work are subject to revision after being agreed with and accepted by the Client.

4. Charges and payment

4.1 Unless otherwise agreed in writing by a director of the Company, the Client shall pay to the Company the amount invoiced in accordance with the Order, or as otherwise agreed in writing by an authorised representative of the Company (without any withholding, deduction, counterclaim, retention or set off), together with any VAT or other applicable taxes due thereon, within 30 days of the date of the invoice. For the avoidance of doubt, time of payment shall be of the essence.

4.2 The Client will also reimburse to the Company all reasonable travel and subsistence expenses incurred in providing the Services and any costs of shipment of the Deliverables.

4.2.1 Food. Tea, coffee, toast and biscuits are available free of charge to the Client. All other food will be charged to the Client with a 25% service charge added.

4.2.2 Printing. The Company can provide printing facilities to Client at a rate of 10p per B&W print and 20p per Colour print, invoiced on an ad-hoc basis as determined by the Company.

4.2.3 Phone Calls. Calls are logged and billed to the Client as used.

4.2.4 Access and Fobs. Every member of the Client's production team that requires access to the building will be issued with a security pass. Passes not returned to the Company when no longer required will be charged to the Client at £20 per security pass.

4.2.5 Cabs and Couriers. Cabs and Couriers will be charged to the Client with 25% service charge added.

4.2.6 Overtime rates will apply to Services provided outside of normal operating hours (Monday to Friday 9am to 6pm) and at weekends and on bank holidays; such overtime rates to be agreed when requested. The below is provided as general guidance on overtime rates:

On weekdays, overtime rates apply after 6pm. The weekday overtime rate after 6pm and before midnight is standard time + 50%. The weekday overtime rate for midnight to 6am is standard time + 100%. The weekday overtime rate for 6am to 9am is standard time + 50%.

On weekends, overtime rates apply. The weekend overtime rate between 9am and 6pm is standard time + 50%. The weekend overtime rate after 6pm and before 9am is standard time + 100%. Minimum booking time over weekends is 4 hours.

On bank holidays, overtime rates apply. Bank holiday overtime rate is standard time + 100% at all times. Minimum booking time for bank holidays is 4 hours.

4.2.7 If work runs past 11pm it may be necessary for Personnel to get a taxi home or, if more appropriate, stay overnight in a local hotel. If required, these costs will be recharged but will be limited to Personnel specifically attached to the delivery of Services. Staff taxis will be capped at £150 per person per night and charged as used.

4.2.8 Each suite comes with a standard set of hardware and software that is provided inclusive of the hourly rate. Any items requested, including software plugins, that are not standard will attract an additional charge. Information on standard hardware and software is available on request.

4.2.9 'Set-up time' may be required prior to the commencement of the Services, particularly for complicated productions or if additional non-standard Equipment requires configuring and testing. 'Set-up time' will need to be booked in the relevant environment and will be charged at 50% of 'Standard time' rate and capped at a maximum of 8 hours.

4.2.10 Additional non-standard Equipment. Additional Equipment hired at the request of the Client and that is not provided 'as standard' will be charged to the Client in addition to any related 'set up time' (see 4.2.9). This includes any additional control surfaces, plugins, processing power and outboard equipment. The Company cannot accept any responsibility for any loss, damage, delays or defects associated with any equipment provided by third party providers at the Client's request. Any equipment supplied directly by the Client may require checking by the Company's in-house engineering team and charged accordingly.

4.3 With regard to any invoice issued in accordance with clause 4.1, the Client shall provide written notification to the Company by recorded delivery to the registered office of the Company of any dispute in relation to such invoice within 14 days of the date of the invoice, otherwise the invoice shall be deemed to be acceptable by the client.

4.4 Without limiting any other right or remedy of the Company, if the Client fails to make payment of any amount due under the Contract by the due date for payment, the Company reserves the right to: (a) withdraw any discounts or rebates that have been agreed between the parties in respect of the Contract or any other Contract between the Company and the Client; and/or (b) require immediate payment of all outstanding invoices rendered to the Client under the Contract or any other Contract between the Company and the Client; and/or (c) the Company shall be entitled to charge the Client interest on the overdue amount, at the rate of 4 per cent per annum over the base rate for the time being of Bank of England base interest rate calculated on a daily compounding basis from the due date until the date of actual payment of the overdue amount is made, whether before or after judgement; and/or (d) the Company reserves the right to retain all Materials and/or Deliverables associated with the defaulting Client until payment of all outstanding amounts is received in full.

4.5 The Company reserves the right to require payment in part or in full in advance of the date of performance of the Services.

4.6 In the case of agreed credit card payment, a 3% charge will be added.

4.7 Should full payment still not be received within a period of six months from date of any invoice not queried in writing and sent by recorded delivery to the registered office of the Company, and a repayment scheme not having been agreed and/or adhered to, the Company reserves the right without further notification, to recover part or all of the debt by the sale of any materials being held on behalf of the defaulting Client irrespective of whether legal proceedings have already been initiated.

4.8 Extras and overruns which are surplus to the quoted value for the Services may be incurred during the course of delivery of the Services. Supplementary to any agreed billing structure for the delivery of the Services, the Company reserves the right to invoice such extras and overruns retrospectively from month to month during the course of and subsequent to the delivery of the Services.

5. Bookings

5.1 The Company operates a system a system of 'penciled' and 'confirmed' bookings. There are no other categories of booking.

(a) 'Penciled booking' refers to time held provisionally for a Client for a given period of time. The Company's pencil booking system operates on a strictly first come-first served basis with a hierarchical queueing system e.g. 'first pencil', 'second pencil' and so on.

(b) 'Confirmed booking' refers to the guaranteed and secured use of the Facilities booked for a given time period. A confirmed booking, once made, becomes subject to cancellation fees (see Section 8 - Termination). A booking is only considered 'confirmed' once the Client has given notice either verbally or in writing. The Company will not accept responsibility for ensuring that sufficient time has been booked for a Client project; this responsibility sits solely with the Client.

5.2 You may be required at any time to either confirm the pencil booking or relinquish it. Usually this will occur following a 'challenge' from another client further down the queue looking to confirm the same time slot. If you are

ahead of the 'challenger' in the sequence of pencil bookings you will have 24 hours from being informed in writing to either relinquish the reservation or confirm it. The rule works the same for all clients and will be administered fairly at all times. Assuming no other production has reserved a pencil booking above you in the queue and you wish to proceed to confirmed booking then your booking will be confirmed.

5.3 Likewise if you are not in 1st pencil position and you wish to confirm your booking, we will then instigate a similar challenge on any pencils above you in the queue. The same 24-hour rule will apply and if your challenge is successful the booking will be considered confirmed and subject to cancellation charges if rescheduled.

6. Client's obligations

6.1 The Client warrants that it will:

- (a) Provide on a timely and on-going basis all Materials and information in respect of which the Services are to be provided and which are reasonably required to execute the Contract, and will obtain such information, licences, input and approvals as are required to enable the Company to perform the Services;
- (b) Obtain and pay for (or procuring that the same are obtained or paid for) any and all necessary authorities, licences and/or third party consents required to make or exploit the Materials, Equipment and venues it supplies in connection with the Services;
- (c) Notify the Company of the identity of the Client's representative who will be available at all reasonable times in connection with the Services and who will have authority to approve the results of the Services on behalf of the Client;
- (d) Abide by the Company's facility rules, regulations and health and safety policy and shall be responsible for the actions of any Client personnel upon the Company's premises;
- (e) Leave the Equipment and/or Facilities in a good condition; and
- (f) At the end of the Booking, promptly vacate the Facilities and/or cease using the Equipment and/or Services and where applicable return the Equipment to the Company.
- (g) Where the Company provides services to the Client involving the creation, duplication, or manipulation of material, deliver the material to the Company and shall ensure that each item of material clearly identifies the Client and the content of the material. In the case of digital delivery, ensure that the source material is correctly addressed and the communication is virus free.

6.2 When accessing the Company's websites in connection with the subject matter of this Contract, the Client shall comply with the Company's Website Terms of Use, which are hereby incorporated.

7. Intellectual Property

7.1 Ownership of the Intellectual Property Rights in any third-party materials which form part of the Deliverables shall remain with that third party. The Client is granted a licence to use those Intellectual Property Rights on the terms on which that third party has granted a licence to the Company. Where the Company provides services to the Client involving the creation, duplication or manipulation of material, the Client warrants that the provision of such services, or other use of the content, will not infringe on the Intellectual Property Rights of any third party and the

Client shall indemnify and keep indemnified the Company against all actions, claims, demands, costs, charges and expenses arising from or incurred through the provision of such services or other use of the content.

7.2 Upon full payment for the relevant Services, all Intellectual Property Rights in any elements of the Deliverables that are originally created and specifically developed for the Client as part of the Services shall vest in the Client. The Company hereby assigns to the Client all such Intellectual Property Rights and agrees to execute any necessary documentation to give effect to this assignment.

For the avoidance of doubt, this assignment applies only to the consolidated creative elements developed exclusively for the Client and does not extend to:

- (a) any pre-existing intellectual property, proprietary tools, software programs or discrete sources, master sessions or non-consolidated outputs thereof, workflows, separate sound elements or techniques owned or licensed by the Company;
- (b) any third-party materials incorporated into the Deliverables; or
- (c) any general know-how, methodologies, or trade secrets developed by the Company that are not specific to the Deliverables.

The Client shall not use, transfer, or deploy the assigned Intellectual Property Rights for any purpose outside the scope of the specified Services without prior written agreement from the Company.

7.3 The Intellectual Property Rights in any materials owned by the Company prior to the date of the relevant Contract or developed independently by the Company of the Services (and all developments and modifications to such items) shall remain vested in the Company. The Company hereby grants to the Client a non-exclusive, royalty free licence to use, perform, display, copy, sub-licence and distribute such Intellectual Property Rights as part of the Deliverables.

7.4 Notwithstanding any other provision of these Conditions, the Client agrees that the Company shall be entitled to use any expertise, know-how, ideas, methods, processes or techniques used in the Deliverables for the purposes of the Company's business from time to time.

7.5 The Company is an authorised data controller for the purposes of the Data Protection Act 1998.

8. Termination

8.1 If any confirmed Booking is cancelled by the Client, then without prejudice to the Company's other rights and remedies available, the Company may charge the Client a cancellation fee, which will be the higher of:

- (a) the Company's costs and expenses incurred in relation to the Order or arising from the cancellation or variation; or
- (b) 100% of the Charges that would have been due if the Services had been performed in accordance with the Contract, less any recoverable costs or revenue from resources that the Company is able to redeploy elsewhere within a reasonable timeframe.

8.2 Cancellations of any Bookings will only be effective if given in writing.

8.3 Without prejudice to any other rights or remedies which the Company may have, the Company may cancel any Booking and/or terminate the Contract (whether or not any services in connection therewith have been provided by the Company) with immediate effect and without liability to the Client if:

- (a) the Client is in breach of any of the terms of the Contract; or
- (b) the Client fails to pay any charges, fees or costs due to the Company within 7 days of the same having become due; or
- (c) the Client becomes insolvent or bankrupt, goes into administration or has a receiver appointed over any of its assets; or
- (d) the Client suspends or ceases, or threatens to suspend or cease to carry on all or a substantial part of its business;
- (e) The Company in its absolute discretion considers a Client's Material(s) are or might be offensive or obscene or that copying or other reproduction thereof might infringe the rights of any third party or be otherwise illegal.

8.4 If any Booking is cancelled and/or the Contract terminated by the Company in the circumstances set out in clause 8.3 then, without prejudice to the Company's other rights and remedies available at law or otherwise, the Company may charge the Client a cancellation fee in accordance with clause 8.1 above.

8.5 The Client may cancel any Booking and/or terminate the applicable Contract with immediate effect in writing if the Company are in material breach of any of the terms of these Conditions and (if such a breach is remediable) fails to remedy the breach within 30 days of that party being notified in writing of the breach.

8.6 On termination of a Contract for any reason:

- (a) the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination;
- (c) the Client shall arrange for the Materials to be removed in accordance with clause 9; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clauses: clause 7 (Intellectual Property), clause 9 (Removal of Material), clause 10 (Indemnity), clause 11 (Confidentiality), clause 12 (Risk and Liability) and clause 15 (General).

9. Removal of Material

9.1 The Client shall, within one (1) month from, whichever is sooner (a) termination of a Contract for any reason, or (b) the issue by the Company of a final invoice to the Client for the Services, remove all Material utilised in relation to that Contract or invoice.

9.2 If the Client fails to remove all, or any of the Material in accordance with clause 9.1, the Company shall at its own option either:

- (a) return all such Material to the Client; or

(b) destroy or dispose of all Material, and the Company shall be entitled to charge the Client for all related delivery charges, costs, expenses and / or all other charges incurred in returning or destroying (as applicable) the Materials in accordance with this clause 9.2.

9.3 The Company shall store the Material until it is removed, returned, destroyed or disposed of in accordance with this clause 9 and the Company shall be entitled to charge the Client for all its reasonable related costs and expenses (including the additional costs of storage) in doing so.

9.4 Except as set out in these Conditions, the Company shall have no liability to the Client or any other third party whatsoever for any loss or damage to the Material whilst in the Company's possession (otherwise than in consequence of any negligence on the part of the Company), which shall be stored at the Client's sole risk and the Company shall not be under any obligation to maintain insurance against any risks whilst the Material is in its possession. The Client shall therefore ensure that it takes out and maintains sufficient insurance against loss or damage of the Materials in the full replacement value thereof.

10. Indemnity

The Client undertakes to indemnify the Company and its Personnel and keep it indemnified fully at all times against all claims, demands, actions, proceedings, damages, losses, costs, expenses, fines and charges or other liabilities made against or incurred or suffered by the Company or its Personnel by reason of or in respect of:

- (a) any breach by the Client of the terms of the Contract; or
- (b) deficiencies in the Materials or data or the like supplied to the Company by the Client in connection with the Services; or
- (c) which the Company may suffer as a result of a failure to obtain any licences, consents or permissions as required under clause 7 herein; or
- (d) any infringement of any third party Intellectual Property Rights or any civil or criminal action or prosecution for defamation or obscenity or for any breach of confidence or misuse of any confidential information arising out of or in connection with the Services except to the extent any such liability is attributable to the negligent act or omission of the Company or its Personnel.

11. Confidentiality

11.1 Any information relating to either party and coming into the possession of the other party as a result of the operation of these Conditions or any Contract shall be treated as confidential and shall not be disclosed to any person other than employees (or in the case of the Company, its subcontractors) of such other party requiring such information pursuant to these Conditions or any order without the prior written approval of the party to whom it relates (such approval not to be unreasonably withheld or delayed).

11.2 Nothing contained in these Conditions shall be construed to impose a confidentiality obligation in respect of any matter which is at the time of disclosure known to the public unless through the act or omission on the part of the non-disclosing party or which is required to be disclosed by any applicable law, court order or any governmental or regulatory authority.

12. Risk and Liability

12.1 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under English law.

12.2 Subject only to clause 12.1 the Company's aggregate liability to the Client whether in respect of negligence, breach of contract, tort, misrepresentation or otherwise for any loss or damage arising out of or in connection with the Contract shall be limited to the amount of the charges, fees and costs payable by the Client in accordance with the Order.

12.3 Subject only to clause 12.1, the Company shall not in any event be liable to the Client or any third party whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, arising out of or in connection with any Contract for any:

- (a) loss of profits, revenue or anticipated savings, loss of business or agreements or contracts, or for any increased costs or expenses;
- (b) loss or damage to goodwill;
- (c) loss of use or corruption of software, data or information; or
- (d) any indirect, consequential, incidental or special damages.

12.4 The Client shall be responsible for the quality and integrity of the Materials and risk in the content of such Materials (including without limitation any master Recordings) held by the Company for the Client will at all times remain with the Client. Where such Materials comprise Recordings, it is the responsibility of the Client to keep back-up copies of any such Recordings and to insure them where required and the Client acknowledges that the Company's sole liability for any loss or damage to any of the Client Recordings shall be limited to the replacement cost of the physical media on which the Recording is stored as if such media were blank and did not embody any Recording whatsoever. The Company reserves the right to charge for any Materials that it stores on behalf of the Client.

12.5 Upon delivery to the Client, its carrier, end user, agent or other representative shall sign for the Deliverables, or in the case of digital delivery, acknowledge the receipt of the Deliverables by email to the Company immediately upon request. In the event that the Client (or any carrier, agent or representative) is not available to provide a signature, the Company may retain the Deliverables and reserve the right to charge the Client for any resultant delivery or storage charges.

12.6 The Company shall retain title to and legal and beneficial ownership of the Deliverables until the Charges for the Deliverables have been paid in full. Notwithstanding any other provision of the Contract, the Client hereby acknowledges and agrees that all risk in the Deliverables when in transit or otherwise off the Company's premises shall vest in the Client.

12.7 The Company shall be entitled to a general lien on any property owned by the Client in the Company's possession (although the Client may have paid for the same in full) in satisfaction of the whole or part, as the case

may be, of any overdue charges, fees and costs due. The Company shall be entitled to offset any sums owing to it from the Client against any sums owed to the Client by the Company.

12.8 The Company accepts no responsibility for personal items or valuables left in the Facilities at any time.

13. Assignment and sub-contracting

13.1 The Company may engage any person, firm or company as its sub-contractor to perform any of its obligations under these Conditions or any Order but shall not be released from any liability thereof.

13.2 Each contract between the Company and the Client is personal to the Client who may not assign or transfer it without the prior written consent of a director of the Company.

14. Force Majeure

14.1 The Company shall not be liable for any delay or failure to perform its obligations if that delay or failure is caused by circumstances beyond its reasonable control including but not limited to acts of God, war, industrial dispute, civil disturbance, strike, lock-outs, import or export embargo, accidents, fire, blockade, terrorism or threats of terrorist activity, flood, natural catastrophe, technical malfunctions or impossibility of or difficulty in obtaining source materials. The Company shall be entitled to a reasonable extension of time for the performance of such obligations.

15. General

15.1 These Conditions and the relevant Contract set out the entire agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes any prior agreements, representations, understandings or arrangements (oral or written) in respect of the subject matter of each Contract between the parties.

15.2 The Client acknowledges that it has entered into each Contract in reliance only on the representations, warranties promises and terms contained in the Contract; and save as expressly set out in the Contract the Company shall have no liability in respect of any other representation, warranty or promise made prior to the date of the relevant Contract unless it was made fraudulently; and the only remedy available in respect of any misrepresentation, untrue statement made to the Client shall be a claim for breach of contract under the Contract.

15.3 To the extent that any provision of these Conditions or any Contract are found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of the contract between the parties, it shall not affect the enforceability of the remainder of the Contract between the parties nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

15.4 In the event of any dispute arising out of this agreement, the parties shall attempt to settle it by negotiation. To this end, they shall use their respective best endeavours to consult or negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable settlement satisfactory to both parties.

15.5 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in these Conditions or any Contract by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

15.6 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this these Conditions, any Contract or otherwise.

15.7 The Company may use the Clients' name and brief details of the Services for the purposes of the Company's advertising and promotion of its business. Following the broadcast or exhibition of the work resulting from the Services, the Company will have the right to use any part of the work solely for use in its corporate advertising and showreels.

15.8 Any notice to a party under these Conditions and any Contract shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by recorded delivery or fax to that party's business address or registered office and will be deemed to have been served at the time of delivery if delivered personally or 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address.

15.9 These Conditions and each Contract and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with a Contract, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.10 Each of the parties irrevocably submits for all purposes in connection with these Conditions and each Contract to the exclusive jurisdiction of the courts of England and Wales which shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in cone connection with any Contract, its subject matter or formation.

15.11 In these Conditions, the headings are for convenience only and shall not affect the interpretation of these Conditions.

15.12 Unless expressly provided in these Conditions or any Contract no provision of these Conditions or any Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

15.13 Nothing in these Conditions or any Contract is intended or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way. At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as

the other may reasonably require for the purpose of giving the other the full benefit of all provisions of these Conditions and any Contract.

16. Severance

16.1 These Conditions shall apply in full save that if any Act of Parliament or other Statutory Provision for the time being in force shall void or make unenforceable any of the provisions hereof these Conditions shall be deemed to apply with the exclusion of the provisions hereof which shall be void or unenforceable as aforesaid.

17. Supplemental Provisions for Location Services

These provisions in section 17 are supplemental to the Company's standard terms and conditions of business in relation to Services provided "on Location".

17.1 Health, Safety and Fire

17.1.1 Client shall at all times comply with all safety requirements, including but not limited to those issued by the Health & Safety Executive (HSE) and any additional safety requirements notified orally or in writing to Client.

17.1.2 Client shall:

- (a) assess reasonably foreseeable risks to health and safety (including fire) that may affect the Company, its Personnel or any third party arising out of or in any way connected with the performance of the Contract and provide a copy of such assessment to the Company upon reasonable request, take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with the Company accordingly;
- (b) fully co-operate with the Company and all others as necessary to ensure that all reasonably foreseeable risks to health and safety (including fire) that may affect the Company or its Personnel arising out of or in any way connected with the performance of the Contract are eliminated or adequately controlled;
- (c) consult with the Company on the procedures to be followed in the event of serious and imminent danger to any persons that may affect the Company or its Personnel arising out of or in any way connected with the performance of the Contract and shall comply therewith.

17.2 Additional charges

17.2.1 Subject to Client confirmation of geographical location, catering/per-diems and transport logistics the following costs shall be chargeable:

- (a) If catering or per diems are not provided directly by the Client for location work, a flat daily sustenance fee of £50 per person shall be chargeable to the Client. This fee may be adjusted for locations where the cost of living or daily sustenance expenses are significantly higher, subject to prior agreement between the parties;
- (b) Cost of transport for rig and technical equipment to and from location will be charged as used;
- (c) Any overseas location will incur a charge for insurance and any import/export duties, unless paid direct by Client;

- (d) Should crew transport not be organised by Client; transport charges (public transport or mileage) shall be charged as location demands;
- (e) Should the Company's technical staff rostering require overnight stay and suitable accommodation is not provided by Client alternate accommodation will be chargeable.

17.3 Exclusion and Limitation of Liability

17.3.1 Client acknowledges that electronic equipment may suffer breakdown or malfunction from time to time without fault and that the consequences to Client of breach of the Contract by the Company may be disproportionate to the Company hire charges. Client therefore agrees that the Company's entire liability to Client in respect of the Contract and any breach or negligent act or omission (including liability for acts or omissions of the Company, its employees, agents and sub-contractors) shall be limited as follows:

- (a) except as provided in these terms, all conditions, warranties and representations concerning the equipment, their state, quality, description, fitness for purpose or otherwise are excluded to the fullest extent permitted by law;
- (b) The Company liability in respect of each event or series of connected events shall not exceed the total hire charges received by the Company except that in the case of recorded material, the Company liability shall be limited to the cost of replacing blank media only and in the case of loss of or damage to physical property caused by negligence of the Company or its Personnel, the liability of the Company shall not exceed £500,000;
- (c) The Company shall not be liable for any loss, damage or expense caused by any interruption or loss of use of equipment, increased cost of working, delay, loss of profit or goodwill, special, consequential or indirect damage however caused, even if reasonably foreseeable or the Company was advised of the risk of its occurrence;
- (d) The Company shall have no liability arising out of Client's inability to operate the equipment in accordance with manufacturer's instructions and for its proposed use;
- (e) Client agrees to indemnify the Company against all losses, damages and claims in relation to the handling, transportation, storage, usage and operation of the equipment from leaving the Company premises to safe return;
- (f) Client shall insure against its liability to indemnify the Company and all other liabilities of Client in relation to the equipment. If requested by the Company, Client shall produce a copy of any insurance policy together with evidence of the premium having been paid, held by Client and relevant to the purpose;
- (g) The Company shall not be liable for any loss, damage, or delay arising from the Client's failure to provide environmental conditions suitable for the operation of enterprise-level broadcast equipment. The Client is responsible for ensuring that the location meets the following requirements:

- Power Supply: An uninterrupted, protected power feed compliant with European Standard EN 50160 (240V ±10%) must be provided.
- Environmental Conditions: The location must be dry, secure, and temperature-controlled within a range of 14°C to 23°C. It must be free from dust, vermin, insects, mould, fungus, or any contaminants that could damage equipment.
- Humidity and Ventilation: The environment must be free from excess humidity, potential condensation sources, and other conditions that may cause damage.
- Cooling: The Client must ensure adequate ventilation or air conditioning capable of dissipating up to 55,000 BTU of heat.

The Company shall not be responsible for any equipment malfunction, damage, or service failure caused by unsuitable environmental conditions. If such conditions result in additional costs, delays, or damage, the Client shall bear full responsibility for any associated expenses.

17.3.2 If requested by Client, the Company may consider accepting higher limits of liability subject to payment by Client of an additional charge.

17.3.3 The Company shall be entitled to use up to ten percent (10%) of the billed daily time on the job at its discretion for maintenance, etc., without any deduction for such 'down time' from the total charges payable by Client. The Company shall make all reasonable efforts to have its equipment functioning to meet Client's shooting schedule; however, the Company shall not be liable for and Client shall indemnify and hold the Company harmless from any and all general and consequential damages suffered by Client or third party beneficiaries of Client, including compensation to personnel, from any cause including malfunction of the equipment. In the event of equipment failure or malfunction at a job site the Company cannot accept responsibility for malfunctions reported after termination of rental.

17.4 Termination

17.4.1 Hire shall forthwith terminate without notice if Client shall be subject to an interim order (within meaning of Insolvency Act 1986) or the presentation of a bankruptcy petition; or enter into any arrangement or composition with creditors; or (being a limited company) enter into compulsory or voluntary liquidation (not being for the purpose of reconstruction or amalgamation on terms previously approved by the Company in writing); or have a receiver appointed or a petition presented for an administration order; or have any distress, execution or other legal process made in respect of Customer 's property; cease or threaten to cease to carry on business; or if anything analogous to the foregoing under the laws of any jurisdiction shall occur in relation to Client.

17.4.2 The Company may serve notice on Client terminating hire forthwith if Client fails to pay any sums payable hereunder in full on the due date; commits a breach of any other provision hereof and (if capable of being remedied) fails to remedy such breach within 7 days after notice from the Company requiring the same; or shall cause or permit to be done any act or thing whereby the Company's rights in the equipment are prejudiced.

17.4.3 Client shall become immediately liable to pay to the Company: all costs and expenses (including without limitation, any legal costs and expenses) incurred by the Company in locating, repossessing or restoring the equipment, collecting any sums due or otherwise in obtaining due performance of Client's obligations hereunder; all arrears of hire charges and other sums payable with interest thereon at the default rate; and the unpaid balance of the hire charges.

17.4.4 The Company may terminate the hire without liability to Client if performance by the Company is prevented by circumstances beyond the Company's reasonable control (including, without limitation, fire, flood, trade dispute or industrial action, war, riot, civil disturbance or terrorist act, legal or governmental restriction or embargo). In such event, Client shall be liable for hire charges, apportioned as appropriate, to date of such.