

Terms and Conditions

1.1. These terms and conditions shall apply in respect of all goods and services we supply to you whether specified overleaf or otherwise ('the Service'). Except to the extent that these terms and conditions are varied by mutual consent they together with the brief and quotation overleaf shall constitute the entire agreement between us ('White Noise') and shall prevail over your ('the Client') own terms and conditions. You agree that in entering into this agreement, you shall not rely on any representation or understanding, whether oral or in writing, which is not included or referred to in these terms and conditions.

Delivery and Approvals

2.1. The Service shall be delivered to you in accordance with the brief agreed at the outset of the project either through concept meetings or in written proposals.

2.2. Where the Service shall be the delivery of a TV Commercial, that TV Commercial must be compliant with the BCAP TV Advertising Standards Code before transmission. White Noise will liaise with the correct authority, (since 2008 Clearcast), to obtain approval of a TV commercial on the behalf of the client. The Client is responsible for submitting all substantiation required to support any claims made in the commercial, failure to do so will result in delays in production and / or changes to the script. White Noise will not be held responsible for any charges incurred as a result.

2.3 White Noise will provide the service of liaising with Clearcast to obtain script approval based on evidence provided by the Client, however White Noise will not be held liable for sourcing data, research or letters to back up claims on behalf of the client.

2.4 White Noise will not be held liable for scripts rejected by Clearcast as a result of insufficient substantiation.

2.5. Times given for Clearcast approval are estimates only and will be subject to Clearcast schedules.

2.6. Times and schedules provided by White Noise will be agreed at the outset, shoot dates and delivery dates however may change throughout the production process but will be agreed with 'the Client'.

2.7. Times and schedules provided by the Client including airtime transmission dates must be agreed with White Noise at the outset, any changes made by 'the Client' must be agreed by White Noise.

Acceptance and Changes

3.1. The Service shall be made available for acceptance at agreed stages. At each agreed stage changes to the Service shall only be permitted to the extent that such changes are consistent with the brief. Beyond completion of the final Master we will allow the 'Three Hour Rule'. By this it is meant that any change or alteration to the final Master that we deem will take less than three man-hours will not be charged.

3.2. Other than as stated in clause 3.1 above changes to the brief or otherwise that result in additional work being carried out will be chargeable at the relevant daily rate; this shall include the following:

- a.** Changes that result from inaccurate or misleading information having been supplied by you in preparation of the brief;
- b.** Changes that result from your failure to obtain consent from any third parties or employees necessary in the delivery of the Service;
- c.** Changes that result from a significant change to the brief;
- d.** Additions to the original brief in the form of extra variations or edits of the originally planned piece such as web versions, DVD copies or additional 'tag' versions that are not agreed at the outset.

Payment

4. Payment terms will be set out in the relevant quotation issued by 'Timebase Moving Pictures' to you. Where payment terms are not set out in the relevant quotation:

- a.** Payment is due on receipt of the invoice and is of the essence. We will not consider payment to be received until it is represented by cleared funds. Time for payment shall be of the essence. We reserve

the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. Any fees incurred by us in recovering payment will be chargeable.

b. Payment to be made in Pounds Sterling.

c. All quotes are exclusive of VAT.

d. Payment will be requested in two halves, the first to be paid before the shoot date and the second within 30 days of the completed project.

8. If payment is overdue and/or you are in breach of your obligations set out in this agreement 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.

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

11. We reserve the right to appropriate any payment made by you and apply it in total or partial satisfaction of any debt due from you to us.

Cancellation, Safety and Insurance

12.1 Dates for production are agreed in advance and confirmed by you. Where these dates are cancelled whether due to a request from you. Due to an amendment by you that results in a cancellation the following charges will apply where the cancellation notice is given or is caused:

a. Within 2 days of shoot date - £100 plus VAT

b. Within 24 hours of shoot date - 50% of daily shoot rate plus VAT

12.2. Where the shoot shall take place at your premises or a location designated by you the responsibility for ensuring that the location is safe and that adequate insurance is in place shall be vested in you.

Expenses

13. All reasonable expenses incurred by us in providing the Service shall be at your cost. Where possible expenses will be pre-arranged with you and/or set out in the quotation. In the absence of prior notification of expenses the following rates shall apply:

a. All mileage at 0.40p per mile

b. Overnight stay £115 per person

c. Daily subsistence £25

Our Copyright Policy

14. We operate a fair approach to copyright. All copyright vested in the media produced by us shall be assigned to you subject to the following:

a. Payment in full is received from you for all outstanding invoices;

b. You grant us a royalty free licence to use all copyright in the media produced by us for our own promotional purposes such as on our website or otherwise;

c. All design concepts such as logos, themes, plans, models together with all copyright in any music shall remain vested in us and shall be made available to you on licence save that you shall only be permitted to use such material and design concepts for the purpose identified in the brief;

d. Our enforcement of the above conditions is subject to our adherence to the Storage Policy as outlined below.

Storage Policy

15. All media produced by us on your behalf will be stored as follows:

a. All footage will be captured in Hi-Definition (as standard) and stored on professional format digital media and transferred to a hard drive in our studio for editing.

b. All footage will be saved on a hard drive. This is retained at our studio on password protected computer systems until completion of the post production process;

c. Following completion of the edit the footage is then copied to a secondary back

up hard drive at our studio to protect against electronic drive failure. All original source tapes are archived in our studio.

Warranties and Liability

16. We warrant that we will use all due skill and care in providing you with the Service. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

Assignment

22. 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.

Severance

23. 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.

Waiver

24. 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.

Third Party Rights

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

Applicable Law

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