



ShootFirst Broadcast Ltd
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ShootFirst terms and conditions, which can only be altered in writing by Nic Small

1 Interpretation

1.1 In these Conditions:

Client means the person or persons who accept(s) a quotation from the Company for the provision or contract of Services to themselves or their business or their employees or whose booking for the Services is accepted by the Company.

Company means ShootFirst Broadcast Ltd.

Services means the services which the Company is contracted to supply in accordance with these conditions.

Conditions means the standard Terms and Conditions of sale and supply set out in this document, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and the Company.

Crew means a television crew comprising any number of people including one person.

Working Day comprises the number of days agreed in writing between the Client and the Company.

Interest means interest at the rate of 10% per annum above the Bank of England base rate on the day of the Company's invoice to the Client.

Footage means video, sound, graphics, script or stills photography material contained on a memory card, disc drive, magnetic tape, disc or any other medium now known or yet to be invented.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only, and shall not affect their interpretation.

2 Provision of Services

2.1 The Company shall provide the Services (and/or fulfil the Contract) in accordance with any written quotation (or oral booking confirmed in writing or by email) of the Company which is accepted by the Client, subject in either case by these Conditions.

2.2 The Company is not obligated to provide Services unless and until the Company has received such written confirmation.

2.3 The Client shall not further assign the Company's services to a third party, or instruct the Company's employees or representatives to engage on work for any other project, or film, televise, record, or photograph any scene or incident which is not relevant to said assignment for which the Services were originally contracted without prior notice to the Company in writing, or by email, not less than 24 hours prior to the proposed commencement of the assignment, whereupon the Company will renegotiate with the Client and agree suitable fees before the assignment is undertaken. Failure to do so will render the booking for the Services invalid, whereupon the fees in respect thereof shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

2.4 In the event of the Client cancelling a booking that the Client previously confirmed in writing or by email, the Client shall be liable to pay the Company a cancellation fee. Whilst the Company will make a reasonable decision based on the amount of notice given by the Client, whether or not the Crew has already turned down other work as a result of the Client's prior booking and whether or not the Crew is subsequently able to secure other work on the day(s) covered by the Client's cancellation, the Company reserves the right to charge a cancellation fee of up to 100% of the fee agreed for the original booking.

2.5 Hours worked in excess of ten per day (from Brighton base), will be liable to an additional hourly charge at published rates. All hours worked in excess of ten per day are at the discretion of the Crew, unless otherwise agreed with the Company in writing, or by email, at the time of the original booking of the provision of Services.

2.6 The Client shall provide the Crew with a break of one hour at the end of each period of 5 hours worked. Whenever such a break is not provided, the Company shall be entitled to charge for any work during such a period over and above the fee agreed for the provision of Services.

2.7 The Client shall provide the Crew with a minimum break of ten hours between the end of one day's work, and commencement of work the following day. Travelling time between the location and the Crew's accommodation is not included in this 10 hour period. Whenever such a break is not provided, the Company

shall be entitled to charge for any work during such a period over and above the fee agreed for the provision of Services.

2.8 The Company will provide tape stock if required by the Client. If the Client wishes to utilise their own stock, then the Company cannot furnish any guarantee of recording quality using the Client's stock. Reused stock is used strictly at the Client's risk and the Client shall be liable should that stock cause damage to the Company's equipment.

2.9 Other incidental expenses incurred and funded by the Crew (eg parking, taxi fares, meals, etc) shall be charged to the Client, unless other provision is made at the time of booking and /or agreeing the Contract.

2.10 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Company.

2.11 In the unlikely event of the Company failing to supply the Services as a result of technical failure of equipment (whether owned by the Company or hired in), failure of transport (vehicle breakdown or delay of taxi, train, aircraft or other public transport), illness of any person, failure of delivery service (eg despatch rider, courier, Royal Mail) or any other reason, the Company's liability to the Client shall be strictly limited to the waiving of part or all of the fee agreed for each day on which the failure to supply the Services occurred.

2.12 The Client should fully brief the Company on the nature of the work to be undertaken and any risks (physical or otherwise) involved in the provision of the Services. Additionally, the name of the ultimate client and the nature of their activities should be made clear to the Company at the outset. The Company will not normally work on behalf of anyone whom it believes to be involved in the following: the use or threat of violence towards anybody, illegal acts, extreme religious or political opinions, racism, homophobia or the arms or tobacco industries.

3 Insurance

3.1 The Company provides insurance cover for its equipment subject to the following conditions.

3.1.1 The Client shall be liable for the equipment policy excess (£250) in the event of a claim arising through direct involvement of any person/s other than the Company's employees or their representatives.

3.1.2 The Client shall be fully liable in the event of a claim arising through loss, theft, or damage to the Company's equipment if said loss, theft, or damage occurred as a result of the Client's employees or representatives causing the equipment to be in an uninsured condition.

3.1.3 Provision of the Services which invalidates the Company's employees', or their representatives', personal insurance policies (eg filming in a war zone, flying other than a fare-paying passenger on a scheduled airline, etc) may not be undertaken without the provision by the Client of a personal accident insurance for each of the Company's employees, or their representatives, to the value of at least £1,000,000 per person. Proof of this insurance policy must be presented, in writing, at least 48 hours before the proposed commencement time of the provision of Services to the Company or their representatives. Failure to disclose any hazards which thus invalidate the personal insurance policies of the Company's employees, or their representatives, prior to the provision of Services, will render the booking for said Services invalid, whereupon the fees in respect thereof shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

4 Terms of Payment

4.1 The Client shall pay to the Company fees at the rate agreed in writing between the Client and the Company, and the Client shall be additionally liable to pay Value Added Tax (VAT) on such fees.

4.2 The Client will, on demand, reimburse the Company for all authorised and/or reasonable expenditure incurred by the Company or its representatives in connection with the provision of Services or Contract.

4.3 All payments to the Company shall be made against the Company's invoice(s) that shall be presented at the end of each period of the provision of Services or on completion of the designated milestones in respect of the Contract.

4.4 The Client shall make all payments within 30 calendar days from the date of the Company's invoice.

4.5 The Client shall make all payments in GBP £ Sterling by cash, cheque or bank transfer to the account of the Company at a UK bank nominated by the Company.

4.6 If and whenever the Client shall fail to make such payments within the said 30 calendar days period, the Client shall pay to the Company interest on such outstanding payments, calculated from the due date until the date of payment. The rate of interest will be notified to the Client if such payments become outstanding, and will be at least 10% higher than the then current Bank of England base rate.

4.7 Also, in the event of payments not being received within the said 30 calendar days period, any quotation for Services or Contract in force between the Client and the Company shall be deemed to be invalidated, and the terms and conditions appertaining to said Services or Contract shall no longer apply, but be open to re-negotiation.

4.8 If the Client is (a) Registered for VAT (or local equivalent) and based outside the UK but within the EU, or, (b) based outside the EU regardless of tax status, then Value Added Tax is not normally chargeable. However this must be made clear by the Client and agreed by the Company before the provision of the Services. It is unacceptable for the Client subsequently to request to be invoiced outside the UK without VAT being charged if this was not agreed in writing before the provision of Services and agreement of rates.

4.9 If at any time the Client requests the Company to invoice a third party with whom the Company has no contractual agreement with regard to the Services, the Company reserves the right to refuse to do this and to insist that the Client makes payment at the appropriate time. If the Company agrees to invoice said third party but payment is not made within 30 calendar days, the Client shall make immediate payment to the Company of the full amount on demand.

5 Property

5.1 Notwithstanding the delivery to the Client, or their authorised representatives, of any footage (as defined in 1.1) or other related materials (whether subject to copyright or not) appertaining to the provision of Services or Contract, or any other provision of these Conditions, the property in such footage or other related materials shall not pass to the Client until the Company has received in cash, or cleared funds, payment in full of all outstanding invoices in respect thereof.

5.2 Until such time as the property in such footage or other related materials passes to the Client, the Company shall be entitled, at any time, to require the Client to deliver up such footage or other related materials to the Company and, if the Client fails to do so forthwith, to enter upon any premises of the Client, or any Third Party, where such footage or other related materials are stored and repossess them.

5.3 Payments received for such footage or other related materials which are delivered to the Client within the provision of Services or Contract only relate to the project for which said footage or other related materials were commissioned. Said footage or other related materials may not be assigned to a third party, in full or in part, nor may they be used in conjunction with other materials and/or for a separate project or projects, in full or in part, at any time without written permission from the Company, which may also entail further fees payable to the Company.

ENDS.