

TERMS AND CONDITIONS FOR CINEMATOGRAPHY AND FILM-MAKING ASSIGNMENTS.

1. APPLICATION OF TERMS AND CONDITIONS

1.1. These Terms and Conditions will:

- 1.1.1. apply to all Assignments undertaken by the Cinematographer for the Client; and
- 1.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of Estimate, or specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing.

2. DEFINITIONS

2.1. "Cinematographer" means Richard William Preisner and is the party providing services for the Assignment whose details are set out in the Estimate and invoice(s) for the Assignment.

2.2. "Client" is the party commissioning the Cinematographer and includes the Client's affiliates, assignees, and successors in title.

2.3. "Advertiser" means any client of the Client for whose benefit or use the Material is commissioned.

2.4. "Assignment", means a commission by the Client of the Cinematographer for provision of the Cinematographer's services at the Engagement for the purpose of creating the Material.

2.5. "Estimate" means any email or other electronic document or otherwise created by the Cinematographer and setting out the Fee, Equipment hire charges and expenses for any Assignment.

2.6. "Fee" means the Cinematographer's fees as set out in the Estimate.

2.7. "Material" means all visual material created by the Cinematographer pursuant to the Assignment and includes but is not limited to transparencies, negatives, prints, digital files or any other type of physical or electronic material recording whether either still or moving images.

2.8. "Shoot"; "Shoot Day(s)" and "Shoot Dates" means the time in which the Material is created and/or captured.

2.9. "Engagement" means any and all build days, recce days, pre-light days, Shoot Days and strike days or the like.

2.10. "APA" means the Advertisers Producers Association whose recommended "Terms For Engaging Crew On The Production Of Commercials" form the basis of this agreement.

2.11. "Call" or "Call Time" means when the working day officially starts.

2.12. "Wrap" or "Wrap Time" means when the working day officially ends.

2.13. "Basic Day Rate", "Day Rate" or "BDR" means the amount charged for the Basic Working Day as defined in Cause 13.

2.14. "Basic Hourly Rate" or "BHR" means the amount charged per hour when calculating the Cinematographer's Fee, Overtime and Fee changes due to changing shooting circumstances.

2.15. "Overtime" means time worked outside of the Basic Working Day as defined in Cause 13.

2.16. "Equipment" means the tools required for the Cinematographer to provide services for the Assignment.

2.17. "Basic Working Day" is a day the Cinematographer provides services.

3. ESTIMATES

3.1. Estimates provided by the Cinematographer are based upon the information provided by the Client in advance of preparing the Estimate.

3.2. Changes to the requirements for the Assignment by the Client either before or during the Engagement may result in an increase in the Fee and expenses.

3.3. The Client is responsible for checking the Estimate to ensure that it provides for all requirements, including but not limited to, Equipment hire, expenses and the Cinematographer's rates, fees and the like.

3.4. Unless otherwise agreed in writing, the agreement of Shoot Date(s) by the Client shall be deemed to be an acceptance of the Estimate. If the Client issues an instruction for the Assignment to proceed,

whether verbally or in writing, this shall be deemed to be an agreement of Shoot Date(s) and therefore an acceptance of the Estimate.

4. CONDUCT OF THE ENGAGEMENT

4.1. The Engagement will be arranged on date(s) mutually agreed between the Client and the Cinematographer.

4.2. During the Engagement the Cinematographer will take account of the Client's reasonable instructions in respect of the Assignment brief.

4.3. If the Client is not present during the Engagement then the Cinematographer's interpretation of the Assignment brief shall be deemed acceptable to Client.

5. ADDITIONAL SERVICES PROVIDED BY THE CINEMATographer AND SUBCONTRACTING

5.1. Additional services provided by the Cinematographer outside the scope of the Assignment, as accounted for in the Estimate, must be confirmed in writing by the Client and will be charged for separately by the Cinematographer. The Cinematographer withholds the right to define additional services as they see fit.

5.2. Under no circumstances can the Client subcontract the Cinematographer to any third party, company or individual without the prior written consent of the Cinematographer. Any services provided by the Cinematographer to a third party will be dealt with by the Cinematographer separately to the Client and separately to this agreement. Under no circumstances may the Client act as an agent or on behalf of the Cinematographer at any time.

5.3. The Client can at no time compel the Cinematographer to undertake any other services on additional Assignments during the Engagement that is outside the scope of the original agreement. A new agreement for services on any new or secondary Assignment proposed by the Client must first be in place before the Cinematographer will provide additional services.

6. EQUIPMENT HIRE

6.1. Any Equipment provided by the Cinematographer for the Assignment and during the Engagement, whether foreseen or otherwise, will be charged for in full if the Client has confirmed the use of this Equipment whether verbally or in writing at any stage of the Assignment.

6.2. Following confirmation of the Estimate by the Client, if the Cinematographer then provides and hires Equipment that has been confirmed by the Client for use on the Assignment, it shall be deemed that the Equipment has been hired. This is irrespective of whether the Equipment is used by the Cinematographer during the Assignment.

7. ACCEPTANCE AND STORAGE OF MATERIAL

7.1. Unless expressly agreed in writing between the Client and the Cinematographer, the Client shall not be entitled to reject the Material on the basis of style or composition.

7.2. Following completion of the Engagement the Cinematographer will not be responsible for archiving or storing any of the Material unless agreed by prior written agreement with the Client. Where an agreement is in place, the Cinematographer will keep hold of a digital copy of the Material for a maximum of 30 days.

7.3. The Client shall ensure that the Client takes appropriate steps to keep safe an exact digital and/or physical copy of all the Material.

8. CREDITS

8.1. The Client shall ensure that the Cinematographer's name is credited on or placed in reasonable proximity to all reproductions of the final deliverables.

9. EDIT, GRADING AND POST PRODUCTION

9.1. Editing, grading, post production and the like is not deemed to be included as part of the Cinematographer's services unless specifically included for in the Estimate.

9.2. Subject to any previously agreed deadlines for post-production services, the Cinematographer will complete his services in a reasonable time.

9.3. Following the completion and delivery of any edit, grade, post production work or the like; the Material and any final edits and files will be stored for 30 days after the final delivery date. If the Client requires a copy of the Material before this, they must make a request in writing and it is at the Cinematographers discretion as to whether to provide this. The storage and safekeeping of the Material is not the responsibility of the Cinematographer.

10. PAYMENTS

10.1. The Client must pay all invoices within 30 days of the date of issue. The Cinematographer reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made. Further details can be found here:

10.1.1. <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>.

10.2. Interest will be charged at a rate of 8% per month plus the Bank of England base rate. Interest is payable on any balance unpaid after 30 days of the date of invoice without exception. A fixed recovery cost will also be charged of:

10.2.1. £40.00 for debts up to £999.99

10.2.2. £70.00 for debts between £1,000.00 to £9,999.99

10.2.3. £100 for debts of £10,000 or more.

10.3. If there is a delay of one month or more between the agreed pre-production services and the Shoot commencing, the Cinematographer reserves the right to invoice the Client for the pre-production element of the Fee and for any expenses already incurred by the Cinematographer.

10.4. All payments are due in pounds sterling unless expressly stated and agreed otherwise.

10.5. All payments must be made by bank transfer and under no circumstances will cash or cheque be accepted as payment.

11. EXPENSES

11.1. All expenses figures provided in advance of the Engagement are estimates only and the Client should allow a minimum 10% contingency budget in all cases. All estimated costs are stated exclusive of VAT.

11.2. The Cinematographer will endeavour to provide services within the agreed Estimate, but individual costs within the Estimate may vary at the Cinematographer's discretion to enable the most effective realisation of the Assignment.

11.3. Receipts for expenses can only be provided if requested prior to confirmation of the Engagement. Provision of receipts will incur an accountancy charge of 1.5% of total costs and fees incurred in respect of the Assignment subject to a minimum charge of £250 and a maximum charge of £600.

11.4. Where extra expenses or time are incurred by the Cinematographer as a result of alterations to the Assignment by the Client, or otherwise as deemed necessary, the Client shall be liable to pay such extra expenses and additional fees at the Cinematographer's normal rate.

12. APA RECOMMENDED TERMS FOR ENGAGING CREW AND CHARGING PRACTICE

12.1. The provisions in clauses 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 have been prepared with consideration to the APA Recommended Terms for Engaging Crew on the Production of Commercials Effective 1st July 2021.

13. DAY TYPES

13.1. The Basic Working Day

13.1.1. The Basic Working Day includes 11 hours in total, 10 working hours and 1 hour for lunch.

13.1.2. There is no minimum Basic Working Day length. The Assignment will be charged at the full Basic Day Rate at minimum with no concessions made for any smaller time period no matter how short. Half days and other shorter days are not

applicable at any time as the Cinematographer can usually only provide services for one client on any given day.

13.2. Basic Working Day with Call Time between 7am and 11am (referred to as "Standard Call").

13.2.1. If the Call Time is between 7am and 11am this is considered a Standard Call Time.

13.2.2. The Basic Working Day starts at the Call Time and includes 11 hours in total, 10 working hours and 1 hour for lunch. Overtime applies after 11 hours.

13.3. Basic Working Day with Call Time between 5pm and 5am (referred to as "Night Call" or "Night Shoot").

13.3.1. If the Call Time is between 5pm and 5am this will be considered as a Night Call or a Night Shoot.

13.3.2. Double Basic Hourly Rate (2x BHR) will be charged for every hour worked from Call Time to Wrap at a minimum of 10 Hours. Going past 5am will result in the next day being considered a new Engagement and double Basic Hourly Rate will apply for all hours worked until the end of that day at a minimum of 10 hours.

13.4. Basic Working Day with Call Time between 5am and 7am (referred to as "Early Call").

13.4.1. If the Call Time is between 5am and 7am this will be considered as an Early Call.

13.4.2. If the Call Time is between 5am and 7am the Basic Working Day will start at the Call Time and additional Overtime will be charged at the Basic Hourly Rate between 5am and 7am. The rest of the day will be charged as a Basic Working Day calculated from the Call Time. Overtime will start 11 hours after the Call Time.

13.5. Basic Working Day with Call Time between 11am and 5pm (referred to as "Late Call").

13.5.1. If the Call Time is between 11am and 5pm this is considered a Late Call.

13.5.2. Regardless of when the Call Time is specified, the Basic Working Day starts at 11am and includes 11 hours in total - 10 working hours and one hour for lunch. Overtime applies after 11 hours.

13.6. The Continuous Working Day

13.6.1. The Continuous Working Day is any day in which the Cinematographer provides services for the Assignment which is done for a continuous period of 9 hours without breaks.

13.7. Continuous Working Day with Call Time between 7am and 11am ("Standard Call").

13.7.1. The Continuous Working Day standard Call Time is between 7am at the earliest and 11am at the latest. The Continuous Working Day starts at the Call Time and includes 9 hours in total. Overtime will apply after 9 hours from the Call Time.

13.8. Continuous Working Day with Call Time between 5pm and 5am ("Night Call" or "Night Shoot").

13.8.1. If the Call Time is between 5pm and 5am and the day is a Continuous Working Day then double the Basic Day Rate will apply. The day includes 9 hours in total. Overtime will apply after 9 hours from the Call Time and will be charged at double the Basic Hourly Rate.

13.9. Continuous Working Day with Call Time between 5am and 7am ("Early Call").

13.9.1. If the Call Time is between 5am and 7am and the day is a Continuous Working Day, the Basic Working Day starts at the Call Time and Overtime will be charged for the hours worked between 5am and 7am. The rest of the day will be charged as a Basic Continuous Working Day of 9 hours calculated from the Call Time. Overtime will apply after 9 hours from the Call Time.

13.10. Continuous Working Day with Call Time between 11am and 5pm ("Late Call").

13.10.1. If the Call Time is between 11am and 5pm and the day is a Continuous Working Day this is considered as a Late Call. No matter when the Call Time is given, the Continuous Working Day starts at 11am and includes 9 hours in total. Overtime will apply after 9 hours from the Call Time.

13.11. Breaks during the Continuous Working Day

13.11.1. After the 9 hour Continuous Working Day a 30 minute break must be scheduled. If this 30 minute break is missed, Overtime will be charged for the missed break for 30 minutes at the Basic Hourly Rate as compensation.

13.11.2. There will be a further 30 minutes break scheduled after 12½ hours from the Call Time and if this break is missed, the same missed break charge as described in 13.11.1. will apply.

13.11.3. The breaks during the Continuous Working Day cannot be delayed and any delay will result in the missed break charge being payable.

13.12. Non-shooting Days

13.12.1. "Non-shooting Day" is a working day on which shooting does not take place. Non-shooting Day is a rest day, a prep day, a recce day, a pre-light day, a construction build day, a strike day, a time spent travelling day or the like.

13.12.2. "Rest Day" is a Non-shooting Day when production requests to remain on location but filming is not taking place for some reason. A flat fee is chargeable which is the Basic Day Rate. This applies on any day of the week.

13.12.3. "Prep day", "recce day", "construction day" and "strike day" is a Non-shooting Day charged as a Basic Working Day on the basis of 10 hours + 1 hour for lunch. Overtime applies after 11 hours.

13.12.4. "Pre-light day" (Cinematographer working on a dedicated location or at a studio as instructed by production) is a Non-shooting Day charged as a Basic Working Day on the basis of 10 hours + 1 hour for lunch. Overtime applies after 11 hours. Food must be provided or compensated for on a pre-light day.

13.13. Working on Sundays, Bank Holidays and Statutory Holiday

13.13.1. Basic Working Day if on Sundays, bank holidays and statutory holidays will be charged at double the Basic Hourly Rate (2x BHR) for all hours worked on that day with a minimum charge of 10 hours.

13.13.2. Night Shoot if on Sundays, bank holidays and statutory holidays will be charged at double the Basic Hourly Rate for all hours worked on that day with a minimum charge of 10 hours.

13.13.3. Continuous Working Day if on Sundays, bank holidays and statutory holidays will be charged at double the Basic Day Rate (2x BHR). Overtime commences after 9 hours from the Call Time. For each Overtime hour, double the Basic Hourly Rate (2x BHR) will be charged.

13.13.4. Prep day, recce day, build day and strike day and the like if on Sundays, bank holidays and statutory holidays will be charged at double the Basic Hourly Rate (2x BHR) for 10 hours + 1 hour for lunch. Overtime will commence after 11 hours and double Basic Hourly Rate (2x BHR) will be charged.

13.13.5. Pre-light Day if on Sundays, bank holidays and statutory holidays will be charged at double Basic Hourly Rate (2x BHR) rate for 10 hours + 1 hour for lunch. Overtime will commence after 11 hours and double Basic Hourly Rate (2x BHR) will be charged.

13.13.6. Rest Day if on Sundays, bank holidays and statutory holidays then Basic Day Rate will be charged.

13.13.7. Travel days on Sundays, bank holidays and statutory holidays will be charged at the Basic Hourly Rate, regardless of time, or day of the week with a minimum charge of 5 hours.

14. TRAVEL

14.1. Time spent travelling by the Cinematographer will be charged at the Basic Hourly Rate, regardless of time or day of the week. If time spent travelling by the Cinematographer and providing services total less than 11 hours, then there will be no charges for time spent travelling.

14.2. Time spent travelling on a Non-shooting Day.

14.2.1. Time spent travelling by the Cinematographer on a Non-shooting Day will be paid for the hours travelled at the Basic Hourly Rate subject to a minimum of 5 hours.

14.2.2. After time spent travelling by the Cinematographer on a Non-shooting Day, the following Engagement will be calculated on a base to base basis, meaning from the time the Cinematographer leaves the accommodation to the time the Cinematographer returns to the accommodation. This applies to all location based Engagements where there is a stay in a hotel or overnight accommodation.

14.3. On Basic Working Days, travel will be charged for time spent travelling less the first hour of the outward and homeward journey, at the Basic Hourly Rate.

14.4. If an agreement has been made for the Cinematographer to collect Equipment or personnel from an address other than the Cinematographer's home address on a Basic Working Day, time collecting and delivering will be considered as part of the Cinematographer's services (base to base basis).

15. TRAVEL EXPENSES AND ACCOMODATION

15.1. Travel expenses will be reimbursed at cost and mileage will be applicable at £0.50 per mile from the Cinematographer's home address to the required location for the Engagement and return.

15.2. Overnight accommodation will be provided by the Client when the Cinematographer cannot reasonably travel between the location and the Cinematographer's home address.

15.3. If accommodation is not provided for the Cinematographer where it is required then the Cinematographer reserves the right to expense the cost of overnight accommodation such as but not limited to: hotels, motels, Airbnb, bed and breakfast, etc. with an additional charge to cover the time spent booking and organising the accommodation as this goes beyond the remit of the usual services provided by the Cinematographer.

16. TRAVEL BY AIR

16.1. When there is a requirement for travel by air, the Client shall provide the Cinematographer with air travel on a scheduled passenger service. Furthermore, on all flights and stopovers the Client shall provide meals and refreshments and reimburse the Cinematographer's expenses incurred during the journey.

16.2. If the flight time exceeds 4 hours the Engagement will not proceed on the day of the flight except by written agreement. When the scheduled flight time exceeds 8 hours the Engagement will not proceed until 24 hours after arrival at the destination, except by written agreement.

17. OVERTIME

17.1. Overtime will be charged at the Basic Hourly Rate, of the Basic Day Rate.

17.2. Overtime after midnight will be charged at three times the Basic Hourly Rate (3x BHR) between midnight and 5am and continuously thereafter until the Wrap Time.

17.3. Overtime is charged per minute and will be rounded up to the next 30 minutes' interval, e.g. if 10 Overtime minutes are worked then 30 minutes of Overtime will be charged. This is known as Overtime charge rounding.

17.4. Overtime rates on Sundays, bank holidays and statutory holidays.

17.4.1. If working on Sundays, bank holidays or statutory holidays, double the Basic Hourly Rate (2x BHR) for all hours worked on that day will be charged, at a minimum of ten hours.

17.4.2. Overtime after midnight is paid at three times the Basic Hourly Rate (3x BHR). In circumstances of going past 5am, this will not be considered as a new day Engagement. Overtime will be paid until Wrap Time. This will be charged at the Overtime midnight rate defined as three times the Basic Hourly Rate (3x BHR).

18. TIME OFF THE CLOCK

18.1. If the Engagement lasts for more than 1 day, the minimum break between Wrap and the following day Call Time shall be 11 hours known as time off the clock.

18.2. If time off the clock is below 11 hours, then every hour worked within this period up to 11 hours will be charged at the Overtime rate in addition to charges for those hours worked as part of the Basic Day Rate.

19. BREAKS

19.1. There will be two breaks on each Shoot Day. These provisions are the same for all days, including Sundays, bank holidays and statutory holidays.

19.2. The first break of 1 hour will begin no later than 5½ hours after the Shoot Day has commenced.

19.3. If the first break is delayed a charge of £10 will apply.

19.4. If the first break is curtailed then Overtime will commence 11 hours from the start time of the Shoot Day, minus the amount of time the first break was curtailed by. For example, if the first break was curtailed by 20 minutes, Overtime will commence 10 hours and 40 minutes from the start time of the Shoot Day. If no Overtime is worked then charges will apply for the length of time by which the break was curtailed at the Basic Hourly Rate.

19.5. If the first break is missed, once nine hours have elapsed since the start of the Shoot Day, that day will be treated as if it were a Continuous Working Day.

19.6. The Client will either provide a free meal or pay £7.50 meal allowance if the first break is missed.

19.7. A missed break on a Night Shoot is charged at Basic Hourly Rate.

19.8. A second break of half an hour during the Shoot Day will begin no later than 5½ hours after the end of the first break.

19.9. If the second break is curtailed, the Client will be charged for the time the break has been curtailed by at Basic Hourly Rate.

19.10. If the second break is missed, the Client will be charged at the Basic Hourly Rate for the time of the missed break.

19.11. When a break is missed on a Night Shoot, the Client will be charged at the Basic Hourly Rate for the time of the missed break.

19.12. The second break is part of the Basic Working Day and the Client will be charged the time of the second break.

19.13. On a Continuous Working Day, an additional break of 30 minutes will begin no more than 12½ hours from the Call Time and is preceded by a break of 30 minutes after 9 hours from the Call Time. This additional break only applies on a Continuous Working Day. This additional break is a part of the Continuous Working Day and the Client will be charged for the time of additional break.

19.14. When the additional break on a Continuous Working Day is missed, the Client will be charged at the Basic Hourly Rate to compensate for the time of that missed break.

20. CANCELLATION AND POSTPONEMENT

20.1. If the Assignment or Engagement is cancelled or postponed for any reason, the Client accepts and acknowledges that once the Cinematographer has begun services on the Assignment, the Cinematographer has had to refuse other assignments. Cancellation reasons include but are not limited to, unsuitable weather, light, temperature, conditions or Covid-19 outbreak. This will not apply in an event of Force Majeure.

20.2. The Cinematographer reserves the right to charge the Client a cancellation fee including all already incurred expenses using the below Fee cancellation calculation:

20.2.1 Fee cancellation calculation:

20.2.1. (i). Cancellation or postponement 7 or more days prior to the Engagement – 25% of the Fee if the Cinematographer has commenced services on the Assignment.

20.2.1. (ii). Cancellation or postponement 6 to 4 days prior to the Engagement – 50% of the Fee.

20.2.1. (iii). Cancellation or postponement 3 to 2 days prior to the Engagement – 75% of the Fee.

20.2.1. (iv). Cancellation or postponement on the day or the day prior to the Engagement – 100% of the agreed Fee.

20.2.1. (v). Pro rata of the Fee if the Assignment is cancelled at an intermediate stage.

20.3. All seven days of the week count for the period of notice. For the purpose of calculating the number of days' notice given, the day on which notice is given is included but the first day of the Engagement is not.

20.4. If the period of Engagement is 3 days or less, the cancellation fee applies to the whole Engagement. If the period of the Engagement is more than 3 days, then each day is considered a separate Engagement and the cancellation fee is calculated for each day.

20.5. The Cinematographer's services are deemed to include but are not limited to the following: attendance at Engagements, pre-production meetings, telephone calls, lighting and camera plans, director or producer or head of department meetings, zoom or online calls, Equipment list formation, crew recommendation emails, calls or messages and reces or location scouting and the like. It is deemed that the Cinematographer's services have commenced when the Client has acknowledged either in writing or by word of mouth the undertaking of the Cinematographer's services.

20.6. By allowing the Cinematographer's services to commence, the Client accepts the Estimate and agrees to pay any cancellation charges based on the Fee cancellation calculation as detailed in clause 20.2.1.

20.7. If the Cinematographer has commenced services on the Assignment prior to the cancellation of the Engagement or Assignment by the Client, then the Cinematographer is entitled to be paid for the services the Cinematographer has already carried out, charged as detailed in clause 20.2.1.

20.8. Cancellation fees also apply to the Cinematographer's hire of Equipment, charged as detailed in clause 20.2.1.

20.9. Following the cancellation of the Assignment or the Engagement, all expenses already paid for by the Cinematographer must be reimbursed by the Client.

21. INSURANCE

21.1. Insurance for the Cinematographer will be provided by the Client when working overseas or on a hazardous location in the UK. The terms of such insurance shall be provided to the Cinematographer by the Client if requested in writing.

22. HOLIDAY PAY

22.1. The Cinematographer is entitled to the equivalent of 5.6 weeks' paid holiday during each year including all bank holidays and statutory holidays calculated on a pro rata basis depending on the number of hours that the Cinematographer provides his services. The holiday entitlement is equivalent to 12.07% of the hours the Cinematographer provides his services, rounded up to the nearest hour.

23. INDEMNITY

23.1. The Client shall indemnify the Cinematographer, the Cinematographer's respective officers and employees on a continuing basis against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by the Client to obtain third party clearances or otherwise as a result of any breach by the Client or the Advertiser of these Terms and Conditions.

24. EXTENT OF LIABILITY

24.1. The Cinematographer shall not be liable to the Client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Cinematographer, the Cinematographer's employees, agents or subcontractors or otherwise) which arise out of or in connection with the Assignment or the Engagement.

24.2. The Cinematographer's maximum aggregate liability for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these Terms and Conditions shall in any event be limited to the total amount of the Fee paid to the Cinematographer in relation to the relevant Assignment.

24.3. Notwithstanding the above, nothing in these Terms and Conditions excludes or limits the liability of the Cinematographer for death or personal injury caused by the Cinematographer's negligence or that of the Cinematographer's employees, agents or subcontractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.

24.4. The Cinematographer hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

25. CONFIDENTIALITY

25.1. The Cinematographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to them in confidence for the purposes of the Assignment, except as may be reasonably necessary to enable the Cinematographer to carry out services in relation to the Assignment.

25.2. It shall be the sole responsibility of the Client to arrange for any third party involved in the Assignment to enter into any confidentiality agreement.

25.3. The Cinematographer will not be liable for any breach of confidentiality by any third party.

26. TERMINATION

26.1. Either party will be entitled to terminate these Terms and Conditions immediately by giving written notice to the other if the other party:

26.1.1. commits a material breach of these Terms and Conditions and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or

26.1.2. is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over the other party's assets.

27. EFFECTS OF TERMINATION

27.1. On termination or expiry of these Terms and Conditions for whatever reason:

27.1.1. The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.

27.1.2. The provisions of clauses 2, 7, 8, 23, 24 and 25 shall survive expiry or termination of the Terms and Conditions.

27.2. Any termination and/or suspension of these Terms and Conditions shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

28. FORCE MAJEURE

28.1. If the Assignment or the Engagement is cancelled because of an event of Force Majeure, as detailed in 28.2, the Client shall pay for the Cinematographer's services up to the point where production has ceased. The Cinematographer shall not be liable for any failure or delay in the performance of any of such party's obligations under these Terms and Conditions caused by any circumstances beyond such party's reasonable control.

28.2. An event of Force Majeure shall be defined as any event that is not reasonably insurable including but not limited to any act of terrorism, threat of terrorism, any hostile or war like action in time of peace or war, the use or threat of use of any weapon of war employing atomic fission or radioactive force, any instruction or rebellion or revolution or civil war or usurped power or any action taken by any governmental authority in hindering or combating or defending against such occurrence, seizure or destruction under quarantine or customs regulation or confiscation by order of any government or public authority or risks of contraband or illegal transportation of trade, any civil commotion assuming the proportions of or amounting to a popular rising or riot or martial law or the act of any lawfully constituted civil authority (except to the extent that certain acts of civil authority may reasonably be insurable from time to time).

29. GENERAL

29.1. Waiver: No delay or omission by a party in exercising any right or remedy under these Terms and Conditions shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.

29.2. Assignments and/or subcontracting: Neither party shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of its rights and obligations under these Terms and Conditions without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

29.3. Notices: Any notice under these Terms and Conditions shall be duly given if: (a) delivered personally; or (b) sent by pre-paid post in which case it shall be deemed to have been received 48 hours after posting; or (c) sent by email, in which case it shall be deemed to have been read 48 hours after the message is transmitted to the other party. All notices shall be sent to the Cinematographer and to the Client at one of the addresses stated in the Estimate. Each party shall give written notification of any change of address to the other party prior to the date of such change.

29.4. Entire agreement and variation: These Terms and Conditions and the Estimate constitute the entire agreement between the parties with respect to their subject matter.

29.5. Severability: If any part of these Terms and Conditions is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and Conditions and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.

29.6. Relationship: Nothing in these Terms and Conditions shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.

29.7. Third party rights: The provisions of these Terms and Conditions are for the benefit of the Cinematographer and the Client and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms and Conditions shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

29.8. Law and jurisdiction: These Terms and Conditions are governed by the laws of England and Wales and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.