



TERMS & CONDITIONS

These terms and conditions form the basis of a Contract between two or more parties for the production of a media project whereby the supplying production company shall be known as "Spectrecom Films Ltd" and the client shall be known as "the Client".

1. DEFINITIONS

The words below are to mean as follows:

- (a) "the Creative" shall be the synopsis and creative treatment of the Programme which is provided with the quotation and forms part of the contract between Spectrecom Films Ltd and the Client.
- (b) "the Programme" shall be the film or video and any associated sound recording to be produced by Spectrecom Films Ltd.
- (c) "the Contract Price" shall be the last sum quoted in writing by Spectrecom Films Ltd to the Client.
- (d) "the Production Period" shall be agreed between the contracting parties and shall continue throughout and in accordance with the Production Schedule.
- (e) "the Production Schedule" shall be the agreed dates, times and locations of making the Programme including pre-production and post-production.

2. PRODUCTION

The Company shall in consideration of the Contract Price produce the Programme in accordance with the Creative.

3. PAYMENT

Unless otherwise agreed in writing, the Client shall pay to Spectrecom Films Ltd the Contract Price as follows:

- (A) 50% on the date of commissioning the project.
- (B) 25% on completion of Principal Photography.
- (C) The balance on delivery of the Programme to the Client

4. CHANGES IN THE PROGRAMME DURING PRODUCTION

Spectrecom Films Ltd shall carry out such changes to the Programme as the Client reasonably requires and the cost of such changes shall be borne by the Client. An example might be if such changes arise as a result of the Client's desire to depart materially from the Creative.

The additional cost of any changes will be quoted in writing by Spectrecom Films Ltd to the Client and agreed between the parties before the additional work takes place. The same payment terms (3.) will apply.

5. COPYRIGHT AND OTHER RIGHTS

(a) Spectrecom Films Ltd retains all present and future copyright in the Programme and all other rights in the Programme until the Contract Price has been settled by the Client in full.

(b) Spectrecom Films Ltd will transfer all present and future copyright in the Programme and all other rights in the Programme [notwithstanding 5.(d)] to the Client when the Contract Price has been settled by the Client in full.

(c) Spectrecom Films Ltd will legally obtain all additional releases, permissions and licenses, including but not restricted to, artistes' performance, music composition, illustration and animation, that govern production of the Programme. Spectrecom will transfer all rights, obligations and responsibilities for such additional releases, permissions and licenses to the Client when the Contract Price has been settled by the Client in full.

(d) Spectrecom Films Ltd will retain joint copyright to all 'B' roll footage obtained for the production in the Programme where the footage does *not* include the Client's own employees, students, contributors, interviewees and performances, designs, products, property and locations.

6. PROMOTION OF THE COMPANY'S BUSINESS

The Client agrees that the Programme will form part of the archive of works of Spectrecom Films Ltd and that Spectrecom Films Ltd may use the Programme for the purposes of promoting its own business.

7. MORAL RIGHTS

The Client acknowledges that Spectrecom Films Ltd asserts its moral rights generally in respect of the Programme under the Copyright Design and Patents Act 1998 and in particular to be credited as producer.



8. WARRANTY

The Client warrants to and undertakes with Spectrecom Films Ltd that it has full title and authority to enter into a contract with Spectrecom Films Ltd and is not bound by any previous Contract which adversely affects this Contract.

9. INDEMNITY

Spectrecom Films Ltd shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any breach of this Contract.

10. INSURANCE

The Client agrees that if it provides facilities or equipment for the purpose of making the Programme these are provided entirely at the Client's risk. The Client is advised to maintain adequate employers' insurance and public liability and property damage insurance in respect of the same.

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11. CONFIDENTIALITY

Each party shall not except as authorised or required by its duties hereunder use, divulge or communicate to any person, persons or company any confidential information which may come to its knowledge during the production of the Programme and shall keep with complete secrecy all Confidential Information entrusted to that party and shall not use or attempt to use any such information in any manner which may cause loss to the other.

12. NO PARTNERSHIP OR EMPLOYMENT

This Contract shall not be deemed to create any partnership or employment relationship between the parties

13. DATA PROTECTION ACT

Both parties undertake that they will comply in all respects with its obligations under the Data Protection Act 1998 or equivalent legislation.

14. RESTRICTIONS

During the course of this contract and for a period of 6 months afterwards, neither party shall be permitted to solicit the staff and personnel of the other party.

15. CLIENT MATERIAL

The Client undertakes that it shall not supply Spectrecom Films Ltd with any material that infringes any third party rights or is offensive, obscene, defamatory or inflammatory and Spectrecom Films Ltd gives no warranty and explicitly and unequivocally excludes all liability for all and any material supplied to it by Client or contained within the Programme on the Client's instruction.

16. THIRD PARTY TRANSFERS

Neither party shall assign, transfer, charge or make over this Contract or any of its rights or obligations without the written consent of the other.

17. FORCE MAJEURE

In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods, Acts of God, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Contract. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond either party's control for a continuous period of [three months], then either party may at its discretion terminate this Contract by notice in writing at the end of that period.

18. TERMINATION

In addition to any other rights and remedies at law this Contract may be terminated by giving written notice to the other party in the event that:

- (a) the Client has failed to account or make payments as required under this Contract whether demanded or not;
- (b) the Client or Spectrecom Films Ltd has committed a material breach of its obligations under this Contract unless such party rectifies the position as far as reasonably possible within [thirty days];
- (c) either party goes into voluntary or involuntary liquidation.



19. CLAUSE HEADINGS AND APPENDICES

The clause headings in this Contract are for information only and do not form part of this Contract. The appendices [including the Creative and the quotation(s)] form part of this Contract and shall have the same full force and effect as is expressly set out in the body of this Contract.

20. SEVERANCE

If any provision of this Contract shall be prohibited by, or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Contract and rendered ineffective as far as possible, without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances or the validity or enforcement of this Contract.

21. GOVERNING LAW

This Contract shall be subject to the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.