

**001 - INTRODUCTION**

1. These Terms and Conditions of Business apply to Goods/Services provided by the Company to the exclusion of any other terms and conditions the Customer may seek to impose.
2. Acceptance in full of these Terms and Conditions is confirmed by the Customer ordering Goods and Services from the Company.
3. The Company supplies services, equipment, materials, and facilities only in accordance with its Conditions of Business. The attention of Customers is drawn to the fact that these Conditions, copies of which are available on request, include clauses which exclude, limit or modify the liability of the Company and provide for an indemnity from the Customer in certain circumstances.
4. These Terms and Conditions of Business shall apply to all transactions for the supply of services (including the services of technicians and other personnel), goods, equipment and materials by the Company and those of the subsidiary companies which are engaged in the Film, Television, Video, Presentation Industry, Multi-Media and all related activities.

**002 - DEFINITIONS**

1. The 'Company' shall mean Parkes Productions Ltd, a trading name whose registered address is 4 Park View Rise, Telscombe Cliffs, Peacehaven, East Sussex, BN10 7NQ, UK ("the Company"), and shall include any subsidiary (the word 'subsidiary' bearing the meaning assigned to it by section 154 of the Companies Act 1948) or associated company of the Company and shall also include all its successors in titles and assigns.
2. The 'Customer' shall mean the person, firm, company or other body by whom an order (verbal, written or faxed), for the Services (as hereinafter defined) is given to the Company and shall include the Customer's successors in title and assigns.
3. The 'Services' shall mean any form of video or film production, post production, creative services, multi-media production, duplication, the hire of equipment and technicians, the staging of corporate and public events and presentations or other production services carried out by or on behalf of the Company and any goods produced by or on behalf of the Company by any process of whatever nature.
4. The 'Customer's Materials' shall mean all goods or other matter or thing whatsoever supplied by or on behalf of the Customer to the Company.
5. The 'Equipment' shall mean any equipment or facilities used in provision of Services to the Customer by the Company.
6. The 'Location' shall mean any designated places - building, premises, studios, private dwellings, public highways, or any other site specified - used for the purpose of filming.
7. The 'Venue' shall mean any designated places, buildings, private dwellings, hotels, meeting rooms, conference centers, exhibition halls, private or public places in the open air or any other site specified for the staging or holding of corporate events.
8. These 'Conditions' shall mean the conditions herein contained.
9. The 'Agreement' shall mean the agreement between the Company and the Customer for the hire of services, facilities or equipment.
10. The 'Contract Copy' shall mean the first video copy or film answer-print of the programme to be delivered by the Company to the Customer.
11. The 'Master Material' shall mean the master edited videotape, film negative, digital file or non-linear storage of the Programme to be retained by the Company.
12. The 'Programme' shall mean the programme whose provisional title is set out in the 'Agreement' or on the Order or on the Company's Estimate and which the Company is engaged to produce and deliver to the Customer.
13. 'Corporate Event' shall mean all forms of events or functions attended or run by a Company or Companies for business purposes - sales meetings, shareholders' meetings, conferences, training seminars and presentations, annual company meetings, product launches and exhibitions, or any other functions for the purpose of the Customer's business activities or other business activities set out in the Agreement.
14. The 'Unused Material' shall mean any material recorded, filmed, digitised or prepared by or for the Company for the purpose of the Programme, or Corporate Event but not incorporated therein.
15. The 'Permitted Territories' shall mean the agreed territories in which the Customer is licensed to exploit the Programme or Corporate Event.

16. The 'Permitted Uses' shall mean the agreed methods and types of exploitation by which the Customer is licensed to exploit the Programme or Corporate Event.

17. The 'Copyright' shall mean the exclusive ownership and sole right to produce copies and to control the Master Material, the Unused Material, scripts and treatments for fifty years from the date of the Agreement or Order. The 'Copyright' shall also mean the exclusive ownership and sole right to produce an event for which the Company has designated, created, engineered, staged, supplied scripts and treatments for fifty years from the date of the submission Agreement or Order.

**003 - GENERAL**

1. Time is not of the essence of any Agreement with the Customer and the Company shall not be liable for any delays in the supply of equipment, materials and services by it, or any losses whatsoever due to any such delays howsoever caused.
2. Any error, omission, misrepresentation or mis-statement in the Agreement or in the course of negotiations leading thereto will not entitle the Customer to rescind the Agreement nor will the Customer be entitled to any damages or compensation in respect thereof.
3. The Company's rights and remedies will not be prejudiced by any indulgence or forbearance to the Customer and no waiver by the Company of any breach by the customer will operate as a waiver of any subsequent breach.
4. The unenforceability or invalidity of any clause or sub-clause of these Conditions will not affect the enforceability or validity of the remainder and if any of these Conditions or any part of one of them is rendered void, voidable or unenforceable by any legislation to which it is subject it will be void, voidable or unenforceable to that extent and no further.
5. The Uniform Law on the International Sale of Goods will not apply to the Agreement. The construction, validity and performance of the Agreement will be governed by the Law of England.
6. Any dispute under the Agreement will be referred to any arbitrator or arbitrators to be appointed by the parties or in default of agreement by the President of the Law Society for the time being and his/her or their decision shall be binding on both parties and this shall be a submission to arbitration within the Arbitration Act 1952/1979 or any statutory modification thereof for the time being in force.
7. The Company respectfully informs its Customers that, as its charges are non-proportionate to the value of the materials with which it is entrusted or the total sums of money involved in the work on which its Customers are engaged, the Company shall NOT be liable for any loss, damage or injury of any kind whatsoever, whether consequential or otherwise and whether or not caused by the negligence of its directors, servants or agents.
8. The Customer shall at all times effectively indemnify the Company, its Directors, Servants or Agents against all actions, costs, charges, claims, demands, or proceedings made or commenced against them by any third party in respect of or in connection with Equipment, Services, Customers Materials, Locations, Venues, Master Materials, Contract Copies, Programmes, Corporate Events, Unused Materials, film, tape, the service of technicians or any other thing done or purported to be done in pursuance thereof.
9. Delivery and collection of the Customer's Materials and any goods supplied by the Company shall be the Customer's liability and responsibility. If the Company agrees to arrange packing and transport it shall do so as the Customer's Agent and the Customer shall reimburse the Company the costs of transport and packaging, customs Duty and any other costs including a service charge at the Company's reasonable discretion.
10. The Company may without consent (but without reducing its obligations to the Customer) sub-contract all or any of its rights and obligations to provide equipment, facilities and services, subject to notifying the Customer of the same.
11. The Customer shall pay Value Added Tax at the rate current from time to time on and in addition to all charges due to be paid by the Customer to the Company under the terms of the Agreement.
12. The Agreement shall immediately determine upon the making of a receiving order in bankruptcy against the Customer, the calling of a meeting against his creditors, or the execution of any assignment for their benefit and in such case where the Customer is a company upon the Customer going into liquidation whether voluntary or compulsory except for the purpose of reconstruction or

amalgamation, or suffers a receiver to be appointed over any of its assets, or upon any executioner or distress being levied upon the Customer and not satisfied within seven days. In the event of any such determination the customer shall pay to the Company the sum equivalent to the hire charge for the period after determination of the agreement until the equipment is delivered to the Company.

13. The termination of the Agreement for any reason whatsoever shall not affect any other right or remedy of the Company against the Customer and without prejudice to the generality thereof shall not affect the right of the Company to recover from the Customer any charges and other monies due to the Company at the date of such determination and shall not affect the Company's right to recover damages from the Customer in respect of any breach of these Conditions.

14. The Company may terminate the Agreement at any time without prior notice if the Customer: a) has made any material mis-statement in any particulars supplied prior to the Agreement. b) fails to comply with any of the terms contained in these Conditions.

15. No variation of these Conditions shall be binding on the Company unless made in writing and signed by a Director of the Company.

16. No employee of the Company is authorised to make alterations to these Terms and Conditions or to waive or vary the same in any way.

17. Where the expression the 'Customer' includes more than one individual and a limited liability company then the obligations and liabilities of the Customer shall be joint and several.

18. The Customer shall compensate the Company at current replacement cost for all damages or loss consequential or otherwise (including loss of use) caused to it by any damage to or deterioration in the Equipment, or any delay in or failure to return the same in accordance with the Company's instructions, or any variation or cancellation of any order for the supply of Services or Equipment by the Customer and against breach by the Customer its employees or agents of any of these conditions.

19. The Company shall have a general lien upon all materials now or at any time in its possession belonging to the Customer for any sum for the time being due to the Company.

#### **004 - ESTIMATES, QUOTATIONS AND ORDERS**

1. The Customer may be required to supply a signed official company order or authorised letter before any transaction can take place, subject to the discretion of the Directors of the Company.

2. Acceptance of Orders:

a) The Company's estimates or quotations are made without engagement and are therefore subject to confirmation in writing by the Company on receipt by it of the order. An accepted order may only be varied or cancelled with the Company's written consent which will not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation.

b) Engagements made by the Company's agents or representatives are only valid when confirmed in writing by a Director of the Company.

3. All estimates and quotations are made by the Company without obligation and the Company reserves the right at any time to vary any estimate or quotation or part thereof.

4. The Company reserves the right to refuse acceptance of any order without assigning any reason for such refusal.

#### **005 - EQUIPMENT, QUOTATIONS AND ORDERS**

1. Unless explicitly specified and agreed upon by means of written consent, the Hirer is responsible for having in existence before the hire begins insurance cover against fire, loss, damage or risk from whatever cause for the full replacement value of the equipment. The term "full replacement value" is defined as the cost of replacement equipment, at the time of the loss, from a supplier approved by the Company, of the same type and/or equivalent specification to that supplied to the Hirer.

2. The Hirer shall at all times keep and at the end of hiring return all the equipment in good working order and repair and clean condition and will not in any way alter or repair any part of the equipment and will permit the Company at all reasonable times to have access to the equipment and to inspect the state and conditions thereof. The Hirer will pay on demand to the Company all losses, costs and expenses whatsoever paid for replacing any equipment not returned at the end of the hiring or damaged beyond economic repair. The replacement price shall be the "full replacement value" defined in 11 above.

3. All insurance monies received by the Customer with regard to the loss of or the damage to any hired equipment shall immediately be

provided to the Company for application to the repair or replacement of such equipment.

4. The Customer agrees that:

a) The Equipment belongs to the Company or its agents.

b) It will not charge, pledge or part with possession or control of the Equipment.

c) It will use the Equipment in a careful and proper manner and will not interfere with it in any way or let anyone else do so.

d) It will indemnify the Company against all loss or damage to the Equipment by fire, theft or any cause outside the direct control of the Company and/or its employees.

e) It will pay the Company hire charge for the specified period.

f) It will pay the Company the extra hire charge for each period or part thereof that the Equipment is retained over and above the specified hire period.

g) It will notify the Company and obtain its approval if it is desired to extend the hire period beyond the specified hire period.

h) It will notify the Company immediately if any distress or execution is levied upon its property.

i) The hire period shall not terminate until the Equipment is delivered at the Customer's expense to the Company's premises or any other such premises as the Company may reasonably direct.

j) The Equipment is supplied to the Customer at the Customer's risk in all respects.

k) The Customer shall at all times keep the Company, its Directors, servants and agents effectively indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Company or its Directors, agents or servants by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with the Equipment.

5. A representative of the Company may enter any premises upon which the Equipment may be kept or is reasonably believed to be kept for the purpose of its recovery at the termination of the specified hiring period and where the Equipment is on premises not occupied or under control of the Customer the Customer undertakes to secure for the Company permission to enter for such purposes and the Customer shall compensate the Company for any costs incurred in repossessing the Equipment.

6. The Customer will pay to the Company its hire charges in respect of any equipment which it fails to return to the Company until the date when the Company receives payment from the Customer, its agents or insurers of the full replacement cost of such equipment.

7. The Customer will pay to the Company its hire charges in respect of any Equipment returned damaged until the date when the Company receives from the Customer, its agents or insurers, the full cost of repairing such equipment or the date when such equipment is repaired whichever date shall be the later.

8. The Equipment on hire shall at all times remain the absolute property of the Company and no propriety or other interest in the said equipment shall vest in or pass to the Customer who shall for all purposes be deemed the Bailee of the said equipment.

9. For further terms and conditions regarding 'wet hire' please refer to 'Terms and Conditions for the Wet Hire of Equipment'.

#### **006 - PRODUCTION 'SERVICES'**

1. Services offered by the Company include the supply of equipment, materials and services (including the services of technicians and other personnel) by the Company and those of its subsidiary Companies in the production of television, film, video, presentations, audio visual, multi-media and all other related activities.

2. The Company provides a complete range of production services to both private individuals, broadcasters, corporate, industrial, institutional, legal or any other customer or independent agents or individuals acting on behalf of corporate, industrial, institutional or legal clients.

3. In all dealings with external suppliers in respect of a Customer's activity, the Company acts as principles and not as agents. It is a Condition of Business that upon authorising the Company to purchase a service/s or production/s on its behalf, the Customer is bound by the conditions of any contract between the Company and its suppliers.

4. The Company is in turn bound by recognised agreements by suppliers and by the standard codes of practice. It is therefore a Condition of Business that a customer will not require the Company to be in breach of their obligations under these agreements, bye-laws and codes of practice.

5. The Company's services include the staging of corporate events. These services include:

i) The booking and hiring of a Venue and all the relevant services

including equipment, seating, provision of meals, serving of drink and any other related service.

ii) The contracting of specialist outside services for the staging of an event, including: stage builders, lighting contractors, sound contractors, seating contractors, projection and audio visual contractors, artists, comedians, dancers, professional persons, external caterers, specialist producers/directors or presentation management services.

#### **007 - INSURANCE**

1. The Customer shall insure with a substantial recognised insurer under a policy endorsed "without recourse against the Company" against all loss, damage or injury suffered by the Customer, its agent, employees or third parties howsoever arising from the use of the Services or the Equipment hired whether or not caused by the negligence of the Company such insurance to cover a claim of at least two million pounds Sterling in each case and to be higher in the discretion of the Customer who shall ensure that adequate cover is maintained given the circumstances of the use of the hired Services or Equipment.

2. The Customer shall insure the Equipment for its replacement value against all risks in respect of periods when the Equipment is in the Customer's possession or under the Customer's control and the Company's interest shall be noted on any policy of insurance taken out by the Customer in respect of the Equipment.

3. The Customer shall insure and keep insured all property of whatsoever nature brought by the Customer onto the premises of the Company and such property is left upon such premises at the sole risk of the Customer and the Company shall not be liable in respect of any theft, loss or damage of such property whatsoever arising.

4. The Customer shall insure with a substantial recognised insurer under a policy endorsed 'without recourse against the Company' against all loss, damage or injury suffered by the customer its agent, employees or third parties however arising from the use of a venue and its associated services whether hired by the Customer or the Company on behalf of the Customer, or by any outside contractors used for the staging of a corporate event, whether or not caused by the negligence of the Company such insurance to cover a claim of at least two million pounds sterling in each case and to be higher in the discretion of the Customer who shall ensure that adequate cover is maintained given the circumstances of the use of the venue, its associated services and the services provided by external contractors.

5. The company provides liability insurance, providing indemnity against any one occurrence of up to two million pounds Sterling either at the Company's premises, the Customer's premises, or any other location or venue in the UK.

6. The Company does not provide tape negative or equipment insurance against failure to record due to faults in tape stock or equipment arising from the manufacturing process of such tape stock or equipment, unless requested in writing by the Customer to provide such insurance.

7. The Company does not provide cancellation insurance or failure of the Corporate Event to take place due to factors outside its control including the failure of the external suppliers, contractors or featured artists etc. (see 006:5) to attend unless requested in writing by the Customer to provide such insurance, but undertakes to make all precautions to check.

8. The Company does not provide insurance cover for the loss, damage or destruction by whatever means of the Customer's Materials, Customer's Equipment, Contract Copies, Edit Masters, Camera Masters, Master Materials, Programmes, Unused Materials, or any other goods or matter supplied, lent, hired or commissioned by the Customer or produced, bought or hired by the Company on behalf of the Customer for more than three months after production is completed, unless specifically requested for in writing and agreed to by the Company's Directors in writing.

9. The Customer shall agree to sole responsibility and liability for all Materials, Customer's Equipment, Contract Copies, Edit Masters, Camera Masters, Master Materials, Programmes, Unused Materials or any other goods or matter supplied, lent hired or commissioned by the Customer or produced, bought or hired by the Company on behalf of the Customer and which are in the possession of the Company or any of its Agents both at its premises or at a Venue, Location, Corporate Event or any other location.

#### **008 - LIABILITY AND OBLIGATIONS**

1. If it is proved to the satisfaction of the Company that film stock or magnetic tape supplied by it to the Customer or entrusted to the Company by the Customer has been damaged or lost due to the

fault of the Company, its directors, servants or agents, the Company undertakes to replace such film stock or magnetic tape by a similar length of unexposed film stock or unused tape of similar quality without additional charge. But the Company shall in no circumstances be under any other liability whatsoever resulting from or in connection with such damage or loss.

2. a) Subject to the provisions of sub-clause (b) of this clause the Customer shall at all times keep the Company, its directors, servants and agents effectively indemnified against all actions proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Company, its directors, servants or agents by any third party in respect of any alleged injury, loss damage or expense arising out of or in connection with the Equipment, Materials or Services supplied by the Company even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of the Agreement of the Company, its directors or agents.

b) Where actions, proceedings, costs, charges, claims, expenses and demands such as are referred to in the foregoing sub-clause (a) of this clause, are in respect of death or personal injury caused wholly or in part by the negligence of the Company, its directors, servants or agents or by breach of the Agreement of the Company, neither the Company nor its directors, servants or agents shall claim indemnity from the Customer in respect of such proportion of such actions, proceedings, costs, charges, claims, expenses or demands as shall be found to be due to their negligence or breach of the Agreement as the case may be.

3. The Company shall not in any circumstances be liable to the Customer or any third party for any claims in respect of loss of profits, special damage or any consequential loss whatsoever be under any liability for or in respect of loss or damage to persons or property howsoever caused whether arising directly or indirectly from the hire or use of the Company's Services or Equipment.

4. The Customer will be liable for and is recommended to insure against all loss or damage caused by the Customer or his servants or agents to the Company, its facilities, or equipment, property, or to third parties or their property.

5. The Company shall not be liable for any failure or delay in supplying any Services or Equipment caused by or arising out of Acts of God, War, Strikes, Lockouts, Restriction, Non Availability of Goods or Labour, or any other cause beyond its control.

6. The Customer shall:

a) Supply to the Company such of the Customer's materials as the Company decides are necessary to carry out the Services.

b) Ensure that all Customer's materials supplied to the Company conform with the specifications laid down by the manufacturers of the equipment used by the Company which have been notified to the Customer and shall be liable for (and where relevant shall indemnify the Company against) any damage caused to such equipment and any damage, personal injury, death or loss (consequential or otherwise) caused by the use of the Customer's materials.

c) Ensure that adequate safety inspections of the locations are carried out by the Customer or his agent (unless the Company is contracted in writing by the Customer to carry out such inspections), and that such locations provided for the purpose of the Services are rendered safe for the use of the Company's Services and Equipment.

d) Ensure that no material supplied to the Company is defamatory, obscene, or in any way infringes the rights of any third party and the Customer shall indemnify the Company in full against any loss or liability, arising from the control, possession or publication of such material by the Company.

e) Ensure that due attention is paid and that due action is taken if a written notification of any potentiality for loss, damage, personal injury, death or any other liability in the course of carrying out the Services in locations provided by the Customer is forwarded to the Customer by the Company before the commencement of filming.

#### **009 - MATERIALS**

1. Materials utilised in connection with studio or location sets constructed by the Company shall be and remain the property of the Company and the Company shall be entitled to retain for its own use and benefit the value of any salvage.

2. The Agreement is subject to the condition that the Customer's Materials are free from and do not contain any defamatory actionable or criminal matter. Materials utilised in connection with a venue for the purpose of a Corporate Event shall be and remain the property of the Company and the Company shall be entitled to retain for its own use, and benefit the value of any salvage.

3. Without prejudice to its other rights against the Customer and/or

the Customer's Clients the Company shall have a General Lien on the Customer's Materials and the finished products in its possession for any sums owed by the Customer and/or the Customer's Clients to the Company and shall have the right if any part of such sums remain unpaid at the expiration of 14 days after giving notice to the Customer or as the case may be the Customer's Clients requiring payment therefore, to dispose of such Materials and finished products as it thinks fit (including sale or wiping of tapes/cards for re-use) and apply the proceeds to sale or re-use (if any) in or towards payment of such sums.

4. If the Customer's Materials are not of the technical standard required by the Company to carry out the Services, the Company reserves the right to cancel the Agreement, and to make a charge to cover any expenses and cost incurred by the Company before such a cancellation.

5. The Customer must remove its Materials and stock (blank or recorded) from the Company's premises within four months of the date of the final invoice, failing which they shall belong to the Company who may use or dispose of them as they see fit.

#### **010 - COPYRIGHT**

1. Upon receipt of full payment (as per the quotation and invoicing of the production) the Customer obtains full copyright control of the production. Otherwise, in the absence of full payment, the Company retains all rights and Copyright to all work produced by it or to the order of the Customer.

2. All concepts, treatments, scripts and ideas submitted to the Customer by the Company are of a confidential nature and are submitted to the Customer on the understanding that they are to be considered by the Customer in the strictest confidence and that no use shall be made of the said concepts and ideas, including communication to a third party without the Company's express prior consent.

3. The Customer will permit appropriate screen credits for the Services and Equipment provided by the Company and will permit the Company to use the Customer's Material as examples of its work for promotional purposes.

4. The Copyright and all other rights whatsoever in the Programme together with the Contract Copy and the Master Material and any Unused Material both picture and sound shall be absolutely beneficially vested in the Company and the Customer is hereby licensed by way of exclusive license to exploit the Programme in the Permitted Territories by way of the Permitted Uses.

5. The Customer undertakes that it shall not use, exhibit, reproduce, transmit, broadcast, copy or otherwise exploit the Programme, the Master Material or the Contract Copy or any parts thereof nor shall the Customer cause, authorise, suffer or permit another to do so without the Company's prior written consent.

6. The Customer shall not exhibit, copy, reproduce or otherwise exploit any Unused Material (whether in conjunction with the Programme or any other material or otherwise howsoever) without the Company's prior written consent.

7. If the Customer suggests, requests or includes any material items or content to be included in the Master Material the Customer warrants that such material items or content may freely be used in the Master Material and that such use of such material will not violate or infringe any Copyright, patent, trade mark, trade name, or contract, property or personal right, or right of privacy, droit moral, or other right of any person or violate or breach any statute or other regulation (governmental or otherwise) or constitute an act of unfair competition or libel or slander any person.

8. The Customer agrees to indemnify and keep the Company indemnified from and against all costs, actions, damages, proceedings, expenses, claims, and liabilities whatsoever and whether direct or indirect arising out of or in connection with any breach by the Customer of the warranty in Clause 7. 9.

#### **011 - PAYMENT -**

All services other than 'Corporate Events'

1. If notice of Cancellation of booking is received by the Company less than 48 hours before the booking commences then the booking will be charged at a rate of 50%. In addition, the Company reserves the right to make a charge in respect of any extra costs or expenses incurred by the Company on account of the Customer for any Agreements or contracts which are subsequently cancelled, unless otherwise negotiated and agreed in writing.

2. All prices are in Pounds Sterling.

3. All payments are to be made in Pounds Sterling unless prior agreements are made in writing before the work is carried out.

4. Without prejudice to any other right or remedy available to the Company in the event of the cancellation of an order by the

Customer the Company reserves the right to make cancellation charges as follows: Notice of Cancellation % of Total Budget/Quoted Charges 7 -2 days 25% Less than 48 hours 50% Less than 24 hours 75% Less than 12 hours 100%

5. Without prejudice to any other right or remedy available to the Company in the event of the cancellation of agreed work (with agreement defined as being a method mutually agreeable to both parties whether in verbal or electronic form in the absence of a signed agreement) by the Customer after which work has already commenced a standard cancellation charge of a minimum of one day's work as provided in the estimate will be payable. The Customer will be liable to pay for any work undertaken and expenses paid up until the date of cancellation.

6. All charges are net and unless otherwise agreed between the Company and the Customer shall be due and payable within 30 days of the invoice date. If any charge or other sum due to the Company shall not be paid by the Customer on the date when the same shall be due and payable the Customer shall be liable to pay interest upon such charge or other sum at the rate of 8% plus the Bank of England base rate for business to business transactions during the period in which interest is payable from the due date until the actual date of payment. If the Customer uses the Programme during the period an invoice is overdue the Customer will also be subject to a copyright infringement fee of up to 50% of the total invoice amount.

7. All payments made by the Customer using the postal system or any courier service are at the risk of the Customer.

#### **012 - PAYMENT -CORPORATE EVENTS**

1. All prices are quoted in Pounds Sterling.

2. All payments are to be made in Pounds Sterling unless prior agreements are made in writing before the work is carried out.

3. Without prejudice to any other right or remedy available to the Company in the event of cancellation of an order by the Customer, the Company reserves the right to make cancellation charges as follows:

i) Within 1 month of the Corporate Event taking place in the Agreement all costs incurred in terms of time, materials, expenses, booking charges, venue costs, management fees, suppliers costs or any cost or expenses quoted for that event are liable for payment. The Company reserves the right to make a charge in respect of any extra costs or expenses incurred by the Company on account of the Customer for any agreements or contracts which are subsequently cancelled, unless otherwise negotiated and agreed in writing.

ii) Within 2 weeks (14 days) of the Corporate Event taking place in the Agreement 75% of the costs and expenses quoted for that event are liable for payment (all elements in Clause 3 Section i. still apply).

iii) Within 74 hours of the Corporate Event taking place in the Agreement 100% of the costs and expenses quoted for that event are liable for payment (all elements in Clause 3 Section i. still apply).

4. All charges are net unless otherwise agreed between the Company and the Customer and shall be due and payable within the agreed number of days credit from the date of invoice. If any charge or other sum due to the Company shall not be paid by the Customer on the date when the sum shall be due and payable, the Customer shall be liable to pay interest upon such a charge or other sum at the rate of 5% per annum above the base rate of National Westminster Bank PLC, or another major clearing bank if the Company so chooses, from time to time during the period in which interest from the due date until the actual date of payment.

5. All payments made by the Customer using the postal system or any courier services are at the risk of the Customer.

#### **013 - AGREEMENT**

1. The Company may require an official Order or Letter of Confirmation in order to start work on any project from the Customer.

2. The Order or Letter of Confirmation or Fax Confirmation or Verbal Agreement or Email Agreement will represent Agreement to:

a) The budget limit.

b) The stage by stage payment plan if applicable.

c) The time/facilities/assistance required from the Customer to carry out the Agreement.

d) Charges for materials, travel, expenses, additional items and VAT.

3. Acceptance of the Company's Services and Equipment implies acceptance of these Terms and Conditions.

**Parkes Productions Ltd**

**Offices: 4 Park View Rise, Telscombe Cliffs, Peacehaven, East Sussex, BN10 7NQ, United Kingdom.**

**Dated: October 2021**