

# Standard Terms and Conditions

## 1) Introduction

A contract is formed between a customer (referred to as the “Customer”) and First Sight Media Ltd (referred to as the “Company”) when an Order is received from the Customer. An Order may be in written, verbal or electronic form. The Product or Service shall mean any product or service that is provided by the Company to the Customer. These conditions do not affect your statutory rights.

## 2) Supply

The Company agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.

## 3) Rights Reserved

Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company’s rights. By providing the Company with a quotation or proposal, the Customer accepts these terms and conditions.

## 4) Payment

The Company shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied, the payment terms for which will be stipulated on the invoice. The Company reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Lloyds TSB Bank base rate ruling on the date payment is due. Title in the goods or services shall remain with the Company until full payment has been received, unless otherwise stipulated in the Order.

## 5) Health & Safety

The Company and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

## 6) Creative Brief

Unless otherwise agreed, the Customer accepts the Company’s decisions on creativity within the product(s) or service(s).

## 7) Booking Fee/Cancellation

If the Customer cancels the order, the following values as relate to the agreed quoted price will apply based on the following:

- Cancelled after receiving a PO or e-mail confirmation (where no PO is provided) but more than 8 weeks from project start date or scheduled rig date - 50% (plus any costs which go above that have been incurred by First Sight Media as a result of the project)
- Cancelled 6 weeks or less prior to project start date or scheduled rig date - 75% (plus any costs which go above that have been incurred by First Sight Media as a result of the project)
- Cancelled 2 weeks or less to project start date or scheduled rig date - 100%

## 8) Liability

The Company accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of the Company being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.

## 9) Force majeure

If production or delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in-goods, services or components or any other causes beyond the reasonable control of the Company, a reasonable extension of time for production or delivery shall be granted where practical. The client shall pay such reasonable charges at the Company’s standard rates as shall have

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been occasioned by the delay. The Company shall not be held liable as a result of any of the foregoing scenarios.

## 9) Copyright

### a) First Sight Media material

The Copyright of all material that has been captured by the Company is solely owned by First Sight Media and protected under UK Law.

Upon completion and cleared funds (and in some instances before, upon prior agreement), the Company will transfer the Copyright Ownership to the Client. The Company does however reserve the right to use the footage / material; / media, either in sections or in its entirety, for promotional purposes unless otherwise requested in writing by the Client or where in breach of any agreed non-disclosure agreement(s).

### b) Material provided by client

In the event of the Client providing material (video, audio, photographs, logos etc) for inclusion into a First Sight Media production, copyright must firstly be obtained from the original copyright owner / material provider. The Client will indemnify the Company against any future possible claims, disputes, expenses or similar that may arise for a third party concerning usage of such material.

## 10) Data Protection

The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection.

## 11) Complaints Procedure

In the unlikely event of a dispute over the supply of product(s) or service(s), the Customer and Company agreed to accept the findings of the Institute of Videography's Arbitration Office. Any disputes must be notified within 28-days of the Customer receiving the product(s) or service(s).

## 12) Care and Damage to client property

Whilst every care is taken in the handling of the Customer's property, the Company accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of the Company. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

## 13) Expenses

The Company retains the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) – subject to being able to provide the Customer with proof of expenditure. All out-of-pocket expenses will be charged at cost.

## 14) Confidentiality

Unless otherwise agreed the Company will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by the Company to supply of the product(s) or service(s).

## 15) Basis of law

These Terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom