



## TERMS & CONDITIONS

These terms and conditions apply to the media project we, "2S Films Limited" are supplying to you, "the Client".

### 1. DEFINITIONS

The words below shall have the following meanings: (a) "Programme" shall be the film or video and any associated sound recording to be produced by 2S Films embodying the Treatment; (b) "Treatment" shall be the synopsis and creative treatment for the Programme which provided with the quotation (c) "Contract Price" shall be the sum quoted in writing by 2S Films to the Client and all amendments to such sum (d) "Production Schedule" shall be the agreed dates, times and locations for the making the Programme including pre-production and post-production.

### 2. PRODUCTION

In consideration of the Contract Price the Company shall produce the Programme in accordance with the Treatment.

### 3. PAYMENT

Unless otherwise agreed in writing, the Client shall pay to 2S Films the Contract Price as follows: (a) 50% on the date of commissioning the Programme. (b) 25% on the first date of filming, and (c) 25% on delivery of Programme.

### 4. CHANGES IN THE PROGRAMME DURING PRODUCTION

2S Films 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 and paid for upon delivery of an invoice therefor by 2S Films.

### 5. COPYRIGHT AND OTHER RIGHTS

2S Films retains all present and future copyright in the Programme and all other rights in the Programme until the Contract Price has been paid by the Client in full. 2S Films will upon full payment transfer all present and future copyright in the Programme to use the Programme for advertising and promotion of its services and on its showreel and website.

### 6. MORAL RIGHTS

The Client acknowledges that 2S Films 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.

### 7. INDEMNITY

2S Films shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any breach of this Contract.

### 8. 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. The Client shall also maintain insurance for cancellation and delay by reason of force majeure and/or any

circumstances giving rise to such or increased costs outside the control of 2S Films as the Client will be responsible for all such costs.

#### **10. 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.

#### **11. NO PARTNERSHIP OR EMPLOYMENT**

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

#### **12. DATA PROTECTION ACT**

Both parties undertake that they will comply in all respects with its obligations under the Data Protection Act 2018 or equivalent legislation.

#### **13. ASSIGNMENT**

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.

#### **14. FORCE MAJEURE**

In the event that this Contract cannot be performed or its obligations fulfilled by 2S Films by reason conflict, industrial action, weather conditions, epidemics, Acts of God, weather or for any other reason beyond the reasonable control of 2S Films 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 such reason 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. Any monies paid shall not be returnable.

#### **15. 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 2S 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 becomes insolvent or is unable to pay its debts as and when they fall due.

#### **16. GOVERNING LAW**

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