

STANDARD TERMS OF BUSINESS (FOR BUSINESS CLIENTS ONLY)

1. Definitions

- 1.1 "Client" means any natural or legal person who in the course of business engages the Freelancer to supply Products or Services
- 1.2 "Conditions" means the terms and conditions as set out in this document and any special terms and conditions which are agreed in Writing by the Freelancer
- 1.3 "Event Date" means the date or dates on which the Client has engaged the Services of the Freelancer
- 1.4 "Force Majeure" means any event or circumstances beyond the reasonable control of the Freelancer or any person acting on his behalf which could not by its nature have been foreseen by the Freelancer or such person or if it could have been foreseen was unavoidable including without limitation strike act of God flood storm tempest fire accident war civil disturbance riot sabotage technical failure of equipment transport delays or breakdown power failure or personal injury to the Freelancer or his employees
- 1.5 "Freelancer" means Daniel Jon Mears
- 1.6 "Price" means the price as stated on the Quotation supplied by the Freelancer to the Client for the job in question
- 1.7 "Products" means any material whether electronic or otherwise to which the Freelancer has added value at the Client's request
- 1.8 "Quotation" means the document supplied in Writing by the Freelancer to the Client stating the Products and Services to be supplied and the Price to be paid in consideration thereof
- 1.9 "Services" means such services as the Freelancer performs for the Client
- 1.10 "in Writing" means any communication in written form including paper-based communication and electronic communication by email or fax

2. Conditions

- 2.1 These Conditions shall apply to all contracts for the supply of services by the Freelancer to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to include in the contract under any communication whether verbal written or electronic
- 2.2 Engagement of the Freelancer shall be deemed to be conclusive evidence of the Client's acceptance of these Conditions

3. Price and Payment

- 3.1 The Price shall be deemed to be exclusive of any expenses or overtime unless expressly listed and such shall be payable in addition to the Price on the same terms
- 3.2 Payment of the Price together with any further sums arising in respect of unforeseen expenses and overtime shall be due and payable thirty days following the date of the Freelancer's invoice and time shall be of the essence of the contract as to payment
- 3.3 Interest on overdue amounts shall accrue from the date when payment becomes due until the date of actual payment in accordance with late payment legislation or at a rate of 8% above the base rate of the bank of England whichever is the higher and shall accrue at that rate both before and after any judgment
- 3.4 All payments made by the Client to the Freelancer must be in pounds sterling and processed by BACS or such other payment method as stated by the Freelancer in the Quotation
- 3.5 Any discounts stated on the Quotation shall apply only if payment of the invoice is settled in accordance with clause 3.2 above and in the event of non-compliance the undiscounted price will apply

- 3.6 Where a discount is applied to the Price in consideration of the Client granting the Freelancer a right to use footage filmed on the former's behalf for the latter's promotional purposes such discount shall be withdrawn if the right is withdrawn and an invoice shall be submitted by the Freelancer for the difference payable in accordance with clause 3.2 above

4. Cancellation

- 4.1 In the event that the Client terminates this contract less than 24 hours prior to the Event Date the full Price shall remain due in accordance with clause 3.2 unless the Event Date is rescheduled within one month
- 4.2 In the event that the Client terminates this contract 24 hours or more prior to the Event date the Price shall not be due

5. The Service

- 5.1 The quality and description of the Services shall be as stated on the Freelancer's Quotation
- 5.2 Any variation to the above must be agreed in Writing by the Freelancer and may be subject to a change in Price

6. Warranties and Liability

- 6.1 Except in respect of death or personal injury caused by the Freelancer's negligence for which there shall be no limit the total maximum liability of the Freelancer for negligence loss of profits or breach of express or implied terms shall be limited to the Price

7. Acceptance of Performance

- 7.1 The Client shall be deemed to have inspected any Products supplied on delivery and to have accepted the same five working days after delivery to the Client
- 7.2 After acceptance the Client shall not be entitled to reject any such Products on the grounds that they are not in conformity with the contract

8. Copyright and Lien

- 8.1 The copyright in the Products shall not pass to the Client until the Client has paid the Freelancer in full and has also paid all other monies due to the Freelancer on any account
- 8.2 In the event of non-payment by the Client of sums due to the Freelancer the Freelancer retains the right to exercise a lien over any tapes or other material owned by the Client but in the possession for the time being of the Freelancer until such time as the balance of the sums owing are paid in full

9. Remedies of the Client

- 9.1 Where the Client rejects any Products or Services then the Client shall have no further rights whatsoever in respect of the supply of those Products or Services

10. Force Majeure

- 10.1 The Freelancer shall not be liable to the Client for delay in performance or non-performance of its obligations to the Client under this contract to the extent that such performance is prevented hindered or delayed due to Force Majeure

11. Jurisdiction

- 11.1 This contract shall be subject to English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

12. Rights of Third Parties

- 12.1 A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it

13. Severance

- 13.1 If any provision of these Conditions is deemed to be invalid unenforceable or illegal the other provisions shall remain in force
- 13.2 If any invalid unenforceable or illegal provision would be valid enforceable or legal if some part of it were deleted the provision shall apply with the minimum modification required to render it legal valid and enforceable