

DREAMING FISH PRODUCTIONS TERMS AND CONDITIONS

1. DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Production Plan;
- 1.2 "Customer" means the organisation or person who purchases services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Production Plan" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
- 1.5 "Supplier" means Dreaming Fish Productions of 18 Wych Hill Park, Woking, Surrey, GU22 0HF.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Production Plan which shall specify the services to be performed and the fees payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Production Plan.
- 2.3 The timescales set out within the Production Plan must be adhered to by both parties. Any changes to these must be agreed by both parties in writing or by email.
- 2.4 The Supplier's standard working day shall be of 8 hours duration and a standard half day shall be of 4 hours duration.

3. FEES AND PAYMENT

- 3.1 The fees for the performance of the services are as set out in the Production Plan. The Supplier shall invoice the Customer for the services within 28 days of the completion of the project. This will also include any reasonable out-of-pocket expenses incurred in providing those services.
- 3.2 Invoiced amounts shall be due and payable within 28 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment. The interest will be charged at 10% of the invoice total for every 28 days the invoice is overdue, or part thereof.

4. CUSTOMER'S OBLIGATIONS

- 4.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
 - 4.1.1 co-operate with the Supplier;
 - 4.1.2 provide the Supplier with any information reasonably required by the Supplier including logo's, fonts and branding guidelines in the required format;
 - 4.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 4.1.4 comply with the requirements as set out in the Production Plan.
- 4.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.1.
- 4.3 If the Customer cancels any services set as set out in the Production Plan the following penalties shall be payable by the Customer to the Supplier.
 - 4.3.1 Filming - Cancellation with more than 3 days notice no charge will be made. Cancellation with less than 3 days notice 50% of the full filming fee as set out in the Production Plan.
 - 4.3.2 Editing - Cancellation prior to commencement of filming no charge will be made. Cancellation during or after the completion of filming 50% of the full editing fee as set out in the Production Plan.
 - 4.3.3 Subcontractor costs - The full amount of any third party costs to which the Supplier has committed.

5. ALTERATIONS TO THE SERVICE SPECIFICATION

- 5.1 The parties may at any time mutually agree upon and execute a new Production Plan. Any alterations in the scope of services to be provided under this Agreement shall be set out in the Production Plan, which shall reflect the changed services and fees and any other terms agreed between the parties.
- 5.2 The Customer may at any time request alterations to the Production Plan by notice in writing or by email to the Supplier. On receipt of the request for alterations the Supplier shall, within 3 working days or such other period as agreed by the parties, advise the Customer in writing or by email of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 3 working days or such other period as agreed by the parties, advise the Supplier in writing or by email whether or not the Customer wishes the alterations to proceed.

6 WARRANTY

- 6.1 The Supplier warrants that the services provided under this Agreement shall be performed using reasonable skill and care, and will be of a quality conforming to generally accepted industry standards and practices.
- 6.2 The Supplier also confirms that it holds the relevant insurances including public liability, employers liability and professional indemnity.

7 TERMINATION

- 7.1 Either party may terminate this Agreement forthwith by notice in writing to the other if:
 - 7.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 days of being given written notice from the other party to do so;
 - 7.1.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances.
- 7.2 In the event of Termination the Customer will be liable to pay the Supplier for any work undertaken prior to termination and any cancellation fees applicable as set out in clause 4.3.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

9 FORCE MAJEURE

- 9.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

10 GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.