



TERMS AND CONDITIONS OF COMMISSIONING VIDEO PRODUCTION SERVICES FROM TIN PAN LIMITED.

Thank you for choosing Tin Pan. These Terms and Conditions apply to all video and associated audio services and products created by Tin Pan Productions, including all associated moving and still images and sound recordings of whatever form. Please read these Terms and Conditions carefully. Your full acceptance of these Terms and Conditions is a condition of us working with you. Where applicable, we may agree a written 'Statement of Work' to describe the specific details of a project or services to be provided, commercial terms and other relevant terms. These Terms and Conditions shall apply to any services provided pursuant to a Statement of Work. To the extent of any inconsistency, the provisions of the Statement of Work shall override these Terms and Conditions.

Definitions & General Terms

In these Terms and Conditions, the words 'Tin Pan,' 'we' 'us' 'our' and 'ours' refer to Tin Pan Productions Limited, a private limited company incorporated in England and Wales under number 14658519. The word 'Client' refers to the party who is named as our Client in a Statement of Work and/or the party who commissioned and/or funded the services and any person or organisation acting on their behalf.

- **Pre-production requirements**

Unless otherwise agreed in writing by the parties, for instructions, personnel, images, audio, scripts, props, locations and other assets provided by the Client ("Client Assets") it is the Client's responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of third party intellectual property including but not limited to imagery, sound recordings and any other copyrighted material which will form part of the final video production.

Where third party copyright material is provided by the Client within the Client Assets for incorporation into a Tin Pan product, permission must be obtained by the Client from the

original copyright owner / material provider. The Client undertakes to indemnify Tin Pan against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

Unless otherwise agreed in writing by the parties, for assets provided by Tin Pan it is Tin Pan's responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of third party intellectual property including but not limited to imagery, sound recordings and any other copyrighted material which will form part of the final video production. Tin Pan hereby indemnifies and holds the Client harmless against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

- **Production and post-production**

All works undertaken will be as per Tin Pan's written quotation based upon the agreed Production Brief / Statement of Work. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates.

Both parties shall use reasonable efforts to comply with agreed schedules, but no liability will be accepted by Tin Pan for any delays or failure to deliver the agreed product to the extent caused by the Client. Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Client's responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations required throughout the day. Delays in production as a result of inadequate access to facilities may incur additional charges.

Tin Pan takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and / or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. Tin Pan will observe the site safety rules at all times and will liaise with the appropriate Responsible Person(s) named in the Production Brief.

- **Interactive video - Post-production**

It is the responsibility of the Client to ensure that the Client's website will allow embedding of the finished video. Tin Pan can provide a test video for this to be checked before the start of production. An additional Production Brief is required for interactive video projects if complex issues are involved such dynamic links within the video project. A hosting fee will also be included if the video is to be active for more than four weeks.

- **Insurance**

Tin Pan carries public liability insurance cover of ten million pounds. A copy of our insurance certificate can be provided on receipt of a request to our offices. Extended or upgraded specific project insurance cover can be provided at additional cost if required upon request, provided this is agreed at the time of booking and included in the Production Brief.

- **Adverse weather conditions**

In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

- **Client delays**

In the event of filming being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the Production Brief, we reserve the right to reschedule the affected days of filming and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s) attributable to the Client.

- **Changes to the filming schedule**

In the event of the Client wishing to change or cancel the filming date we require a minimum of seven days' notice in writing (which can be by email to the producer.) Failure to comply will result in the Client becoming 50% liable for all costs associated with the originally scheduled dates and 100% liable for all costs where the cancellation is less than 48 hours prior to the filming date. For filming rescheduled with less than 48 hours notice, the cost of the crew booked and pre production work is payable.

- **Equipment substitution**

In the event that Tin Pan experiences equipment failure or technical difficulties, all efforts will be made to find suitable replacement equipment and/or personnel so as not to delay filming or adversely impact upon the project quality or delivery. The equipment used on the day of filming will be at the discretion of the senior member of the film crew, and no further claims or liability will be accepted.

- **Performers Release usage**

Where the Client takes responsibility for selecting or engaging individuals to appear in Tin Pan's filming ("Performers"), it will be the Client's responsibility to ensure that it uses Performers Release Forms and/or obtains appropriate permission from the Performers to use the filming of them for the Client's required purposes. No discounts or liability will be accepted by Tin Pan if the production must be reedited due to a Performer refusing permission to show their image or use their audio in whatever form.

Where Tin Pan provides or directly contracts specific Performers, Tin Pan shall ensure that appropriate Performers Release Forms or appropriate permissions are obtained for the Client's stated purposes. Obtaining permission for any additional usage requirements shall be the Client's sole responsibility.

- **Data Protection**

With any people or places provided by the Client for the purposes of filming, the Client must ensure that all necessary arrangements have been made with, and permissions obtained, so that these people and places, may be recorded on video as a result of the Tin Pan providing its service and that such recording is in compliance with applicable data protection law and regulation.

Tin Pan can advise and provide appropriate documents as location release forms if required by the Client.

- **Care and Damage to Client property**

Whilst every care is taken in the handling of the Client's property, Tin Pan accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in our custody. 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.

- **Expenses**

Production fees may be exclusive of disbursements and expense items related to the agreed project unless otherwise noted in the Production Brief. These include fees such as messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disc or file duplications, creation of audio and video streaming files, travel, accommodation, subsistence, and similar items which will be invoiced to the Client on the relevant project, or separately as necessary.

- **Approval / amendments of draft footage**

Unless otherwise stated in the Statement of Work, under normal circumstances three rounds of edits will be available for the Client for review and comment within the agreed project cost provided that any revisions or amendments fall within the original agreed brief. Subsequent revisions or significant re-edits will be charged at a rate of £400 + VAT per day or part thereof (minimum being half day costs).

Alternatively, the Statement of Work may provide a provisional estimate outlining how many days editing it is estimated for completion of the brief. Three rounds of edits will be provided within this time frame. The Client will be notified when one quarter of the time allocated is remaining. If it is likely further major revisions will be required then a new

estimate will be provided and any required adjustments to the Statement of Work can be made by mutual agreement.

- **Project duration and delivery**

Any indication given by Tin Pan of a design project's duration is to be considered by the Client to be an estimation. Tin Pan will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the Client. In all cases our liability will be limited to direct loss suffered by the Client up to the agreed total cost of the project, less any costs incurred by us for any work already done on the project, provided such work is within the agreed Production Brief.

Tin Pan accepts no liability for special, indirect, consequential loss, loss of profit or damage to reputation.

Nothing in these Terms and Conditions shall limit the parties' liability for death, personal injury or for any other matters that may not be excluded or limited at law.

- **Copyright, legal and rights clearance**

Tin Pan asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all material by or for Tin Pan pursuant to these Terms and Conditions shall in the first instance be solely owned by Tin Pan and is protected under UK law.

In respect of any material provided by Tin Pan for inclusion in any project, Tin Pan hereby indemnifies and holds the Client harmless against any claims, disputes, expenses or similar that may arise from breaching any copyright laws, pre-existing terms and conditions or legal restrictions attributed to such material.

Where the Client provides material for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained by the Client in advance from the applicable rights holder. The Client hereby indemnifies and holds Tin Pan harmless against any claims, disputes, expenses or similar that may arise from breaching any copyright laws, pre-existing terms and conditions or legal restrictions attributed to the material. The Client warrants that all information supplied for the project is a true and honest representation of its business and any comments from personnel featured in the filming are not: obscene, threatening, menacing, offensive, defamatory, abusive, in breach of confidence, in breach of any intellectual property right (including, without limitation, copyright) or otherwise in breach of or in violation of any applicable law or regulation or code.

- **Usage licence – rights to the use of project content**

In relation to the number and type of videos outlined in the 'Statement of Work' or otherwise agreed in writing, upon the Client making the applicable full payment following acceptance for any final edited deliverable, Tin Pan hereby grants an exclusive, royalty-free,

perpetual, worldwide copyright license for use in any Client marketing or promotional activity online, mobile-based services or via email, subject to these Terms and Conditions.

The above usage licence includes:

- The right to shorten (but not otherwise substantively edit) and annotate video footage for use on social media;
- The right to share footage across the Client's social media;
- The right to share with the Client's customers for sharing across their own social media channels.

The above usage licence excludes:

- any right to use audio or visual material created by Tin Pan in raw or partially edited format unless this is expressly agreed in writing;
- the right to sell, lend or authorise use of copyrighted production materials to any third-party unless this is expressly agreed in writing;
- use of the materials in the case of non-payment of the related production fees;
- the right for any Tin Pan material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

Tin Pan shall be entitled to name the Client as being its client. Tin Pan shall also have the right to use any footage and related files from any Client-commissioned project in Tin Pan's own showreels and for other reasonable promotional purposes in any media once such footage has been published by the Client in the public domain and provided that such footage does not contain any sensitive information (e.g. customer case studies) which would require third party consents. Tin Pan's usage of the footage will be subject to the Client's prior approval if commissioned project is only to be used for internal communications purposes by the client.

● **Payment**

Unless otherwise stated in a Statement of Work, our payment terms are strictly 14 days from date of invoice and in the event of an order being confirmed the Client accepts these terms.

We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998. E & OE.

We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. Tin Pan reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any licence to use our copyright material under these Terms and Conditions are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of administration of changes.

- **Payment - Interactive Video**

Where we have agreed to host your videos, unless otherwise specified in a Statement of Work, our payment terms for this service are strictly 14 days from date of invoice and in the event of an order being confirmed the Client accepts these terms. If the final payment is not received on time, the interactive video will be removed from our hosting platform until payment is received. This remedy is in addition to our other rights under these Terms and Conditions.

- **Hosting Costs - Interactive Video**

If you instruct us to host your videos, the finished interactive video will be hosted through our external software provider where specified in the Production Brief. An upfront hosting fee will be charged with the initial invoice for the project, followed by a £150 + VAT charge for 3 months of hosting. Following this 4 month period, the Client will have the choice of renewing for a further 6 months at the cost of £300 + VAT, or removing their video.

Clients will be provided with a three month notice period in the event of their interactive video being removed from the software provider's hosting platform. Any hosting payments that have been made beyond this notice period will be refunded.

Alternatively, you have the option to host your own videos at no additional cost.

- **Limitation of Liability**

Save in respect of any liability which cannot be limited by law, the parties' aggregate liability under these Terms and Conditions shall be limited to £50,000.

- **Force majeure and termination:**

In the event that any part of the outlined responsibilities cannot be carried out because of fire, accident, action of the elements, war, riot, civil disturbance, sickness, epidemic, pandemic, pestilence, national calamity, act of god or any labour disputes, or illness or incapacity of the director, principle artist or principle crew or any other cause not reasonably within the control of the production manager or Tin Pan ("force majeure") then the project may be suspended until the time that the production can be resumed. If the event of force majeure continues or is likely to continue for more than 14 days either party may by written notice to you terminate the agreement formed under these Terms and Conditions with immediate effect.

Either party shall be entitled by notice to the other forthwith to terminate this agreement (without prejudice to the parties' other rights and remedies hereunder) if:

- Either party shall fail to comply with their obligations hereunder and fail to rectify such failure within 28 days of written notice from the other;
- If the other party is made bankrupt, becomes insolvent or otherwise ceases trading.

Termination shall be without prejudice to the accrued rights and remedies of the parties.

- **Dispute resolution**

In the event of a dispute or disagreement the parties agree to attempt to resolve the dispute in the first instance by reasonable discussion and then by formal non-binding mediation if unsuccessful, except in relation to a non-payment dispute, for which proceedings may be issued at the claimant's option.

- **Confidentiality**

Both parties shall keep as confidential the provisions of and any information which may come to their attention in connection with these Terms and Conditions or at any time during the project except in relation to information that the receiving party can document (i) was in their possession before disclosure to them or (ii) which other than through breach of contract enters the public domain lawfully or (iii) is required by a court or tribunal with jurisdiction to be disclosed.

- **Miscellaneous**

Nothing contained in these Terms and Conditions shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other.

No waiver by the parties of any failure by them to perform any covenant or condition shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition.

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no term or condition shall confer or be construed as conferring any right on any third party.

If any clause or any part of these Terms and Conditions or their application to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, this judgement shall not affect the remainder of these Terms and Conditions, the terms of which shall remain in full force and effect.

These Terms and Conditions, including any documents referred to within them (including but not limited to the applicable Production Brief) represent the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s) relating to the subject matter and may be varied only in writing signed by the parties.

The laws of England and Wales shall govern these Terms and Conditions and the English courts shall have non-exclusive jurisdiction over any dispute relating to them.