

## Spellbinder: Terms and Conditions of business

This document sets out the terms and conditions on which Spellbinder Productions Ltd (Spellbinder) conducts its business.

Spellbinder will agree the following Deal Terms with the Client:

Services:	the Services which the Client has engaged Spellbinder to carry out to the Client's instruction which shall be carried out in accordance with the agreed Editorial Specification
Fee:	the Fee which it is agreed the Client will pay to Spellbinder for the delivery of the Services.
Cash Flow:	The Fee is due to be paid as to 50% on receipt of instruction by Spellbinder to carry out the Services and as to 50% on Delivery, unless otherwise agreed.
Delivery Materials:	the agreed delivery materials which Spellbinder will deliver to the Client's offices by the Delivery Date.
Booking Date:	The date on which the Client engages Spellbinder to deliver the Services.
Commencement Date:	the date agreed for the commencement of the Services.
Delivery Date:	the date agreed for the delivery of the Delivery Materials.
Licence Terms:	the terms of the licence which the Client will acquire over the Delivery Materials which will include the term, media and territory.
Credit:	As agreed.
Named Contact:	the name of the Client's main day-to-day contact.

These Deal Terms, combined with the Terms and Conditions below, will form a binding contract between Spellbinder and the Client.

### Terms and Conditions:

Provision of Services	Spellbinder shall carry out the Services in accordance with the standard expected of a first class production company.
-----------------------	--

	<p>Spellbinder reserves the right to sub-contract elements of the provision of the Services to third parties provided that Spellbinder will continue to be responsible for Delivery to the Client.</p>
Payment Terms:	<p>The Fee will be paid to Spellbinder within 30 days (1 month) of receipt of invoices delivered in accordance with the Cash Flow. In the event of late payment, Spellbinder shall be entitled to charge interest at a rate of 4% above the then Bank of England interest rate.</p>
Expenses:	<p>Spellbinder retains the right to bill the Client for expenses incurred in the provision of the Services (to the extent such expenses are not included in the Fee) and will provide receipts/proof for such expenses. All such expenses will be charged at cost.</p>
Cancellation and Termination	<p>In the event that the Client wishes to terminate or cancel this Agreement, then the Client will be liable for all costs incurred to-date and the full Fee will be payable in the event that termination and/or cancellation is made within 29 days of the Commencement Date.</p> <p>Any changes to the production schedule/Delivery Date after the Booking Date are dealt with below.</p>
Amendments to Deal Terms	<p>If the Client wishes to Amend the Deal Terms after the Booking Date, then provided Spellbinder can agree to the amendments Spellbinder will do so.</p> <p>The Client will be advised of any increase to the Fee on account of the amendments, this sum will be added to the Fee and is payable on the Delivery Date.</p> <p>Any further edits or revisions required further to Delivery will be subject to a further fee, as set out on the Spellbinder website.</p>
Insurance:	<p>Spellbinder has the following insurance policies: public liability insurance of £5million, employers' insurance and professional indemnity (up to a total claim of £250,000).</p>
Copyright	<p>Spellbinder will be the first owner of copyright in any copyright works created as a result of the provision of the Services (subject to any third party material provided by the Client) and hereby grants to the Client a licence in the Delivery Materials relating to the Editorial Specification as set out in the Deal Terms.</p> <p>Fees can be found on the Spellbinder website for amendments to and renewal of the licence terms.</p>

Clearances	The Delivery Materials will be cleared and all clearances paid for, in order for the Client to exercise its rights under the Licence without further clearance payments, use fees or residuals (other than payments due to the PRS).
Moral Rights	Spellbinder hereby asserts its moral rights to be credited on the Delivery Materials, to have its credit taken off the Delivery Materials and that the Delivery Materials shall not be subject to derogatory treatment.
Storage of Data	<p>The Client must advise Spellbinder if the Client would like the rushes and/or footage shot in the creation of the Delivery Materials stored on its behalf, including as a back-up facility. The fees for this service can be found on the Spellbinder website.</p> <p>Please note that Spellbinder does not automatically archive all footage and unless prior arrangement is made with Spellbinder, footage may be permanently deleted.</p>
The Client's Obligations:	<p>The Client will provide Spellbinder with a Named Contact who will give feedback to Spellbinder during the Term within two working days, unless an alternative timeframe is agreed.</p> <p>The Client will ensure that the Client owns or has a fully paid licence of the relevant rights in any and all materials which the Client provides to Spellbinder for inclusion in the Delivery Materials, including any footage, graphics, music, or stills and that any such materials are delivered to Spellbinder in a timely fashion.</p> <p>Any delay in the delivery of feedback or of materials to Spellbinder which impacts the production schedule and causes an increase to the Fee will be notified to the Client and the Client will be liable for such cost increase, to be paid with the final instalment of the Fee.</p> <p>In the event that the Client provides Spellbinder with material for inclusion in the Delivery Materials, the Client hereby warrants to Spellbinder that:</p> <ul style="list-style-type: none"> <li>i) The Client has or shall obtain all necessary rights, clearances, consents and releases for the use of such material in accordance with the License;</li> <li>ii) The use of such material will not infringe or violate the copyright, trademark, trade name, or, any right of publicity or privacy, property right or any other proprietary or personal right of any person or entity, nor constitute unfair competition, defamation or breach of contract;</li> </ul>

	<ul style="list-style-type: none"> <li>iii) to the best of its knowledge and belief there are no claims or proceedings pending or threatened in respect of such materials;</li> <li>iv) the Client will only use the Delivery Materials in accordance with the terms of the License;</li> <li>v) the Client will abide by all Health and Safety legislation and carry out appropriate Risk Assessments.</li> </ul> <p>The Client hereby indemnifies Spellbinder against all actions, proceedings, claims, demands and costs (including reasonable legal costs) awards and damages arising directly or indirectly as a result of a breach or non-performance of its warranties or obligations.</p>
<p>Spellbinder's obligations to the Client</p>	<p>Spellbinder hereby warrants to the Client that:</p> <ul style="list-style-type: none"> <li>i) it has or shall obtain all necessary rights, clearances, consents and releases for the use of the Delivery Materials in accordance with the License;</li> <li>ii) The use of the Delivery Materials will not infringe or violate the copyright, trademark, trade name, or, any right of publicity or privacy, property right or any other proprietary or personal right of any person or entity, nor constitute unfair competition, defamation or breach of contract;</li> <li>iii) to the best of its knowledge and belief there are no claims or proceedings pending or threatened in respect of the Delivery Materials;</li> <li>iv) it has not granted nor attempted to grant, and shall not grant, to any person or entity whatsoever any right that would or might derogate from or interfere with any rights granted to the Client in accordance with the License;</li> <li>v) the Client will abide by all Health and Safety legislation.</li> </ul> <p>Spellbinder hereby indemnifies the Client against all actions, proceedings, claims, demands and costs (including reasonable legal costs) awards and damages arising directly or indirectly as a result of a breach or non-performance of its warranties or obligations with respect to the Delivery Materials.</p>

Health and Safety	Spellbinder and the Client will act in accordance with all current health and safety legislation. Spellbinder reserves the right to remove all personnel and/or equipment if a location is deemed to be unsafe or if any personnel are subject to abusive or aggressive behaviour and the Client will be liable for any costs incurred by Spellbinder or subsequently arising.
Adverse Weather Conditions	Spellbinder reserves the right to withdraw or delay the delivery of the Services in the event or likely event of weather which would pose a risk to the health and safety of personnel or equipment or which would detrimentally effect the delivery of the Services.
Force Majeure	Spellbinder has the right to postpone the provision and delivery of the Services on the occasion of an event outside Spellbinder's reasonable control including natural disaster, terrorism, rioting, social or political unrest. Spellbinder will take reasonable precautions and measures to avoid the event and will notify the Client of the event as quickly as possible and use reasonable endeavours to mitigate the effect of the event on the provision of the Services.
Care and Damage to the Client's property	Spellbinder will take every care when handling any of the Client's property but Spellbinder accepts no responsibility for any loss or damage, however caused, whilst the property is in the care of Spellbinder. In the event that Spellbinder does agree to replace the cost of any materials, in no circumstances will Spellbinder have any liability for loss or damage to any content.
Confidentiality	Both Spellbinder and the Client agree to keep confidential any and all confidential information concerning the other including confidential information relating to the editorial specification and any methodologies and technology used in the provision of the Services.
Data Protection	Any personal information will be held by Spellbinder in accordance with Data Protection legislation.
Applicable Law	The agreement between the Client and Spellbinder is subject to the laws of England and Wales and shall be subject to the exclusive jurisdiction of England and Wales.