

These Terms and Conditions of Business, which supersede all other terms and conditions of business, shall apply to the business arrangements between UNIT and the Client.

Any quotation or printed or standard conditions that appear or are referred to elsewhere (including without limitation on any documents of the Client) are to have no legal effect whatsoever.

A contract governed by these Terms and Conditions of Business shall be deemed to exist when the project commences and/or UNIT provides any Services to the Client and the Client has not confirmed its acceptance in writing, the Client will be deemed to have agreed to the Terms and Conditions of Business.

1. Definitions

Unless inconsistent with the context, in these terms and conditions: - "Booking Period" means the booking period for which UNIT has agreed to provide the Studio and the Facilities to the Client; "Client" means the person, firm or company using the services of UNIT; "Client's Property" means any of the Client's works, tapes, films or other materials, equipment or other property, which is the subject of the Services and is provided to UNIT; "Facilities" means the pre/post- production and other facilities, which UNIT is providing to the Client in accordance with these terms and conditions; "IPR" means copyright, patent, trade mark, design right, topography right, database right, rights of confidence, broadcast rights and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them; "Materials" means all tapes, films or other materials provided by UNIT pursuant to a booking; "Services" means the provision of the Facilities, the Studio and other services provided by UNIT; "Studio" means the studio and the services relating to it which UNIT is providing to the Client in accordance with these terms and conditions.

2. Rates of Fees and Charges

2.1 The rates charged by UNIT are those that are published from time to time in UNIT's rate card. The rates quoted do not include:

- (a) Charges for additional labour and materials incurred by reason of the Client's materials, in the reasonable opinion of UNIT, being of unsuitable quality for normal processing; and
- (b) Value Added Tax and any such additional charges or VAT shall be paid by the Client.

2.2 UNIT reserves the right to change the rates quoted in the rate card at any time without prior notice. If the cost of any materials to be used or supplied by UNIT's own charges increase between the date of a particular contract with the Client and the end of the relevant Booking Period, the fees and charges payable by the Client shall be increased accordingly, except that in the latter case, the Client shall have the right to terminate the relevant contract by giving written notice to UNIT and paying to UNIT the full amount of any costs that may already have been incurred by UNIT in performance of the relevant contract.

3. Estimates

Whilst all the time and price estimates given by UNIT are given in good faith and UNIT will endeavour to adhere to such estimates, UNIT will not be bound by such estimates and will not be liable to any failure to meet such estimates or for any costs, charges or expenses incurred by the Client as a result of such failure. The

Client shall not be entitled to cancel or terminate a booking by reason only of such failure.

4. Payment

4.1 Except where these terms and conditions provide otherwise, and subject to clause 4.4 below, payment of all fees and charges incurred shall be made to UNIT within 30 days of the date of invoice.

4.2 Without prejudice to any other remedy it may have, UNIT shall be entitled to charge the Client interest at the rate of 4% per annum above the base rate of Lloyds Bank plc for the time being on all overdue amounts calculated on the outstanding balance, such interest to accrue daily and to be compounded and added weekly to the outstanding balance.

4.3 All sums payable by the Client shall be paid without any deduction and the Client shall not be entitled to the benefit of any set off to which it might be otherwise be entitled in law or equity. UNIT shall be entitled in the event of non-payment to obtain and enforce judgment thereon without any stay or execution pending the determination of any cross-claim by the Client.

4.4 UNIT reserves the right to require payment of all fees and charges, in full or in part, in advance of the Booking Period.

4.5 Any queries on the invoice must be raised within 14 days of the date of the invoice.

5. Cancellation

5.1 In its absolute discretion, UNIT may at any time permit cancellation by the Client of a booking or order and reserves the right to cancel any booking or order in the event of any breach of these terms and conditions by the Client.

5.2 In the event of any such cancellation being permitted or instigated by UNIT less than 24 hours before the start of the Booking Period, the booking will be charged at the full rate under UNIT's rate card current at the date of cancellation.

5.3 In the event of such a cancellation being permitted or instigated by UNIT between five and two working days before the start of the Booking Period, the booking will be charged at 50% of the full rate under UNIT's rate card current at the date of cancellation.

5.4 In addition to the above-mentioned cancellation charges, UNIT will be entitled to be reimbursed with any costs or expenses which it may have incurred with the knowledge and approval of the Client.

6. Lien and Delivery

6.1 Until payment in cash or cleared funds of all monies due from the Client to UNIT pursuant to a particular booking:

- a) the physical property in all Materials shall, notwithstanding delivery, remain vested in UNIT; and
- (b) UNIT shall have a general lien over any property of the Client in UNIT's possession for such monies due.

6.2 Furthermore, such property shall not pass to the Client until UNIT has also received payment in cash or cleared funds of all monies due from the Client to UNIT under any other booking or business transaction.

6.3 The Client hereby grants an irrevocable licence to UNIT so that it may enter upon any premises where any Materials are stored or where they are reasonably thought to be stored, during normal business hours, and repossess the same.

6.4 If the Client fails to make payment within 14 days of such monies becoming due, UNIT at

its discretion shall be entitled to exploit or dispose of such property and apply any proceeds towards the monies due and any expenses in respect of such exploitation or disposal and shall, upon accounting to the Client for the balance (if any) remaining, be discharged from all liability in respect of any such property.

6.5 UNIT will endeavour to deliver any materials as soon as practicable after receipt of all sums due to UNIT from the Client but UNIT shall not be responsible for any loss suffered by the Client due to delay in delivery unless such loss shall have been caused by the gross negligence of UNIT.

6.6 UNIT shall deliver the Materials to the location specified by the Client and the Client shall pay UNIT's delivery charges at the time of delivery. Risk of damage to or loss of the Materials shall pass to the Client on delivery.

7. Copyright in Materials

7.1 All IPR arising from the performance of the Services shall vest in and be owned by the UNIT. For the avoidance of doubt, no assignment of any Pre-existing IPR will be assigned under the contract between UNIT and the Client. "Pre-existing IPR" means any IPR owned by UNIT at the commencement of the contract between UNIT and the Client.

7.2 The Client grants UNIT a nonexclusive licence to edit, adapt, reproduce or use in any way whatsoever the Client's Property for the purpose of providing the Services.

8. UNITs Liability

8.1 Save as otherwise expressly provided in these terms and conditions and to the fullest extent permitted by law:

- (a) the supply to any Client of Materials or Services by UNIT and the use of the Studio and Facilities are entirely at the Client's risk and UNIT shall be under no liability to the Client or any other person for any direct, indirect or consequential loss or damage arising from any defect in the Studio, the Facilities, the Materials and Services or any equipment or tapes used in relation thereto;
- (b) if the use of the Studio or Facilities for the booking is delayed, postponed, curtailed or cancelled for any reason affecting UNIT, then unless such delay, postponement, curtailment or cancellation shall have been caused by the gross negligence of UNIT, UNIT shall not be liable for any loss or damage suffered by the Client by reason thereof;
- (c) UNIT shall not in any event be liable for economic loss (including loss of profit or goodwill) or any indirect or consequential loss or damage; and
- (d) all warranties, conditions, terms and representations relating to goods or services supplied by UNIT (whether expressly or implied by statute, common law, use or otherwise) are hereby excluded. Nothing herein shall be construed as excluding or limiting (or seeking to do so) any liability on the part of UNIT by reason of death or bodily injury caused by UNIT's negligence.

8.2 (a) Save as otherwise expressly provided in these terms and conditions and to the fullest extent permitted by law, UNIT will not be responsible for any damage to or loss of any Client's Property held by UNIT nor any loss (consequential or otherwise) arising in respect thereof, unless caused by UNIT's negligence in which case clauses 8.2(b) and 8.2(c) shall apply; (b) In the event of loss or damage to the Client's Property caused by UNIT's negligence during the Booking Period UNIT's liability shall be limited to the costs expended by the Client in fees and charges charged by UNIT and shall

not exceed £1000 in respect of any one booking subject to clause 8.2(c);

(c) If the Client shall notify UNIT in writing that a specified recording held by UNIT during the Booking Period is valued by the Client at a stated sum which exceeds the figure stated in clause 8.2(b) and shall agree to reimburse UNIT with the cost of effecting special insurance cover for such recording during such period in the sum stated by the Client in such notice, the limitation of liability shall be the sum notified by the Client and the figure in clause 8.2(b) shall not apply;

(d) Subject to the above provisions of this clause 8.2, all of the Client's Property and all Materials held by UNIT will be held by UNIT entirely at the risk of the Client, irrespective of the cause of any loss or damage and the Client should insure the Client's Property to its full value against all risks and take and retain copies of all Client's Property before providing them to UNIT.

8.3 UNIT shall make available its equipment and the personnel it deems necessary to operate such equipment, but the Client shall satisfy itself that the Studio and equipment therein and/or Facilities are suitable for its purpose and while UNIT will use its best endeavours to ensure that all equipment and facilities perform in accordance with the specification for such equipment and facilities unless expressly agreed in writing at the time of the acceptance of the booking, UNIT shall not be responsible for ensuring that its equipment and the facilities provide by it are suitable for the Client's purpose.

8.4 UNIT shall not be liable for any reduction in the quality of its services that may be caused by the quality of the Client's Property or UNIT's adherence to the Client's instructions.

8.5 The Client shall indemnify UNIT, its directors, and employees, servants, sub-contractors and agents from and against all liabilities, actions and losses, claims, proceedings, judgments, damages, obligations, costs and expenses of any nature whatsoever (including, but not limited to, legal fees, costs and expenses) arising directly or indirectly out of or in connection with the Client's Property or the acts or omissions of the Client its servants, agents or representatives, or any breach by the Client of any of its representations, warranties or other obligations in these terms and conditions (including, but not limited to, claims by any third party for breach of copyright or defamation relating to any Materials or Client's Property or any failure by the Client to observe the provision and requirements of any applicable Union agreements).

8.6 All rushes and materials should be backed up prior to supplying to UNIT. Please provide UNIT with a copy only and make sure a duplicate is stored separately.

9. Non-Collection

UNIT shall be entitled to destroy, erase or otherwise dispose of as it thinks fit any Materials or Client's Property in its possession and uncollected by the Client after the expiration of six months from the end of the Booking Period, and while uncollected by the Client, such materials or Client's Property shall be held by UNIT at the Client's risk as stated above.

10. Transfer of Obligations

10.1 UNIT reserves the right to assign or sub-contract all or any part of its obligations to the Client.

10.2 Any contract, which is made between UNIT and the Client, is personal to the Client, who shall not assign or charge the benefit thereof

without the express prior written consent of UNIT.

11. Union Agreements

The Client shall observe the provisions and requirements of all applicable Union agreements.

12. Credits

The Client shall ensure that UNIT is given screen credits in respect of the Services supplied by UNIT in a form approved in advance by UNIT. The Client hereby grants UNIT the right to refer in its advertising or promotional material to the Client and to use the materials or the title of any project or any work completed by UNIT for the Client in any such advertising or promotional material.

13. Representations and Warranties

The Client represents and warrants to UNIT that:

13.1 Before the commencement of the Booking Period it will obtain all consents, licences and clearances required from the performers, copyright owners and any other person having any right or interest in connection with any of the Client's Property;

and
13.2 Nothing contained in the Client's Property will be defamatory, offensive, obscene or otherwise unlawful or in breach of any intellectual property or any other right of any third party.

14. Force Majeure

UNIT shall not be under any liability to the Client as a result of UNIT being unable to perform any of its obligations or comply with any of the Client's instructions due to circumstances beyond its reasonable control, including, but not limited to, industrial action taken by any person or persons, and if UNIT is so unable, it shall at its option either be entitled to perform such obligations or comply with such instructions as and when it is reasonably able to do so or to treat itself as wholly or partly released from all such obligations or instructions without liability.

15. Confidential Information

The Client shall take all proper steps to keep confidential all confidential information relating to UNIT or its business or financial affairs which is disclosed to or obtained by the Client pursuant to or as a result of the provision of the Services (other than information in the public domain other than by reason of a breach by the Client of this provision) ("Confidential Information").

The Client will not use or divulge any Confidential Information to any person (other than its professional advisers) and upon the termination of the Booking Period, the Client will return to UNIT any Confidential Information (without retaining copies thereof) and any equipment or other materials provided by UNIT (other than, for the avoidance of doubt, the Materials).

16. Termination by UNIT

UNIT shall, without prejudice to any other right or remedy which it may have, be entitled to terminate all of its obligations to the Client upon the happening of any of the following events:

(a) if the Client is at any time in breach of any obligation or representation or warranty to UNIT, or any sum owing to UNIT by the Client is overdue by more than 14 days; or

(b) if the Client makes or offers to make any composition with creditors or enters into a voluntary arrangement of if a bankruptcy petition is served on the Client or (if the Client is a limited company) any resolution or petition to wind up the Client's business is presented or if a receiver or administrative receiver is appointed to deal with any part of the Client's assets.

Upon any such termination, the Client will pay to UNIT on demand all sums owing in respect of services already performed by UNIT, together with such sums as UNIT may certify are necessary, relating to instructions given by the Client before termination, so as to fully indemnify UNIT in respect of all liabilities incurred in consequence of compliance with the Client's instructions.

17. General

17.1 All notices given in accordance with these terms and conditions shall be in writing and may be delivered personally or sent by pre-paid first-class post to the usual or last known address of UNIT or the Client. A notice shall be deemed to have been properly served, if personally delivered, at the time of delivery, and if posted, forty-eight hours after posting. In proving service it shall be sufficient to show that the notice was delivered to the correct address or that the envelope containing the notice was properly addressed, prepaid and posted.

17.2 No variation of these terms and conditions shall be effective unless made in writing and signed by a duly authorised employee of UNIT and the Client.

17.3 The invalidity of any of these terms and conditions shall not affect the continuing enforceability of the remaining terms and conditions.

17.4 Any failure or delay by UNIT in exercising or enforcing any rights conferred by these terms and conditions shall not be deemed to be a waiver thereof or operate so as to bar the exercise or enforcement of such rights at any time.

17.5 The contract between UNIT and the Client shall be governed by and construed in accordance with English law and UNIT and the Client agrees for the exclusive benefit of UNIT that the English Courts shall have jurisdiction to settle any dispute relating thereto.

18. Freelancers.

18.1 Please submit all Invoice attachments to: purchaseledger@unit.tv & relevant producer in a PDF, Word or Excel format.

18.2 All invoices must quote a valid purchase order number which will be issued by the producer.

18.3 Invoices should include; invoice number, name of the job, details of the service provided, valid date (not backdated), a full address, phone number, and bank details. Invoices without the above can't be processed and will be rejected by accounts.

18.4 Unit payment terms are 30 days from the following month. To ensure your invoices are paid within standard 30 days it's advisable to submit invoices before the 26th of each calendar month.