

## Terms and Conditions

These terms and conditions shall be incorporated into all contracts for services provided by The Production Company Yorkshire Limited. The signing of our standard contract confirms the engagement of The Production Company Yorkshire Limited and imply acceptance of these terms and conditions.

**1. Company:** The Production Company Yorkshire Limited – Reg Number 5406000

**2. Client:** The Company, Organisation or Individual who has placed an order with The Production Company Yorkshire Limited.

**3. Quotations:** All quotes are free and valid for twenty-eight (28) days unless otherwise agreed.

**4.1. Charges:** Charges for services are subject to confirmation at the time of acceptance by The Client. The project information and charges shall appear in The Production Company Yorkshire Limited standard contract that The Client shall sign and date accordingly.

**4.2. Costs for Services:** Costs will be discussed during initial meetings between the client and The Production Company Yorkshire Limited. Costs will be relative to the valid quotation provided upon request.

Costs will be dependent on the type and length of the production, as well as time spent on pre-production, production and post-production.

**4.3. Deposit:** The Production Company Yorkshire Limited reserve the right to request a deposit of up to 50% of the total cost exclusive of VAT when the contract is finalised.

**4.4. Final Payment:** The client will pay the remainder of the total cost within 30 days of receipt of invoice unless agreed in writing. All cheques are payable to The Production Company Yorkshire Limited. Payment by BACS information is available on request.

**4.5. Late Payment Interest Charge (Refundable):** The Production Company Yorkshire Limited reserves the right to charge interest of 12% of the total invoice exclusive of VAT on all invoices issued which the client agrees to pay. The Production Company Yorkshire Limited shall reimburse the client for the full amount of the Late Payment Interest Charge ONLY when payment of the invoice is received in full by the 'PAYMENT DUE' date clearly stated on the invoice.

**5. Client Liability:** In the event of any circumstances resulting in the breach of the contract, an additional surcharge may be charged to the client, for example:

(a) If a delay occurs on the clients behalf, howsoever caused, on the day/days of the production and extra time is needed, the client is liable to pay for any extra costs incurred.

(b) If an unavoidable delay occurs on behalf of The Production Company Yorkshire Limited on the day/days of the shoot and extra time is needed, the client is not liable to pay for any extra costs incurred.

(c) Scripts and storyboards will be finalised by the client. Any changes should be made during the pre-production stage. If any re-edits are required that do not conform to the finalised storyboards and scripts, additional charges may be incurred.

**6. Notice of Cancellation or Termination:** Prior to commencement of production: In the event of cancellation of a service or termination of the agreed contract, in whole or part, by the client, The Production Company Yorkshire Limited reserves the right to make the following cancellation/termination charges. Cancellation by the client with less than 48 hours notice may result in up to 50% of total charge minus any deposit paid. Cancellation by the client prior to 48 hours notice may result in a charge being made to cover costs already incurred. Cancellation by the client when the production has commenced may result in up to 100% of the total charge being made. The Production Company Yorkshire Limited reserve the right to cancel or terminate a contract if:

a). You or your organisation becomes insolvent or subject to bankruptcy proceedings.

b). The reputation of The Production Company Yorkshire Limited and anyone connected with The Production Company Yorkshire Limited could be damaged.

**7. Client Insolvency**

The client hereby acknowledges that before engaging The Production Company Yorkshire Limited to carry out any work, it has expressly represented and warranted to The Production Company Yorkshire Limited that it is not insolvent and is not the subject of any insolvency event. In the event that the client begins insolvency proceedings, it will immediately inform The Production Company Yorkshire Limited of this fact. Should insolvency become an issue, The Production Company Yorkshire Limited shall be at liberty to exercise condition 6 of these Terms and Conditions.

**8. Authorised Signatory:**

It will be taken that the person signing The Production Company Yorkshire Limited standard contract as a receipt for our services has the financial authority to sign on behalf of the client. The signing of our standard contract verifies that the authorised signatory has read and understood both the Contract and these Terms and Conditions and will adhere to them forthwith.