

1 General

These conditions shall form part of every contract entered into by GreenField Television Limited hereinafter called "the Producer" and any purported variation or exclusion (whether contained in any document of the other party to the contract "the Client" or otherwise) shall be of no effect unless accepted in writing. In the event of the Producer dealing otherwise than pursuant to the terms of a contract (whether because it is acting as agent for a principal or for any other reason whatsoever) then these conditions shall apply mutatis mutandis only to the extent that the Producer owes (or would owe were it not for these conditions) any duty in tort.

2 Validity and Acceptance

(a) An order whether or not based on a quotation shall not be binding on the Producer unless accepted in writing. (b) Any representations or warranties made or given by anyone on behalf of the Producer prior to the acceptance of an order and not contained in the Producer's written quotation are hereby expressly excluded.

3 Media Format

In consideration of the production of a completed programme hereinafter called "the Programme", (the Producer shall deliver to the Client a "Contract Copy" in a format as agreed in writing) the Client shall pay the agreed price in stages as stated in Clause 11.

4 Uses and Territories

The Client is licensed: (a) to limit the use of the Programme in the territories as agreed in writing with the Producer. (b) to limit the exhibition of the Programme as agreed in writing with the Producer. (c) to limit the duplication of the Programme as agreed in writing with the Producer.

5 Approvals

The Producer shall obtain the approval of the Client, which shall not be unreasonably withheld, at the following stages: (a) Completion of the Treatment (b) Completion of Script (c) Delivery of Contract Copy (d) The Client shall inform the Producer within 14 days if he does not approve of any aspect of the above stages.

6 Changes in the Programme During Production

The Producer shall carry out changes to the Programme as the Client requires and the cost of such changes as defined in Clause 13 shall be borne by the parties as follows:- (i) by the Client if the changes are required as a result of the Client's desire to depart substantially (incurring production costs) from the Treatment / Script or other previously agreed stages of production set out in Clause 5; or if the Client has unreasonably delayed in notifying the Producer of any such substantial changes. (ii) by the Producer if the changes are required to meet the intention of the previously agreed Treatment / Script or subsequent agreements reached during approvals as set out in Clause 5; or if the Programme is of unsatisfactory technical quality.

7 Rights

(a) The rights in the finished Programme as agreed between the parties, shall be owned by the Producer, until the contract price plus any additional costs which arise as a result of Clause 13 have been paid to the Producer and thereupon the rights in the Programme as agreed pursuant to Clause 4 shall become vested in the Client, the producer using his best endeavours to obtain the necessary consents.

(b) The copyrights in the rushes will remain vested in the Producer.

(c) Neither the Client nor the Producer shall use component parts of the Programme without the other's approval, such approval not to be unreasonably withheld.

(d) The Client shall not exhibit the Programme in other territories nor to other audiences, nor copy, nor to make use of components of the Programme otherwise than as agreed with the Producer pursuant to Clause 4, without first obtaining the consent of the Producer and meeting any extra payments due as a result of such extended use.

(e) The Producer shall obtain all rights in respect of dramatic, literary, artistic work or music as may be necessary for the production of the Programme and its use.

8 Indemnity

The Client indemnifies the Producer against reasonable costs arising from actions (civil or criminal), claims or demands which may arise out of the approved content of the Programme or any exhibition thereof.

9 Force Majeure

Non-execution or delay in the production of the Programme by either party due to war, fire, theft, industrial action, failure of transport, accident, mechanical failure, adverse weather or any other cause outside that party's control shall not give rise to any claim against that party. If the Producer is delayed in the production of the Programme due to any of the above causes for the period of 4 weeks (in aggregate), the Client shall be entitled to terminate the agreement subject to payment of all reasonable costs and commitments properly incurred by the Producer pursuant to the Contract up to the date of termination.

10 Limitation and Liability

Where the Producer is responsible for any deficiency in the Programme or in any services provided to the Client hereunder, it shall forthwith, at the Client's option either replace the deficient material(s) in the Programme or perform the Producer's service free of charge as the case may be. The Producers shall not be liable for consequential loss as a result of such deficient material(s).

11 Prices & Payments

In consideration of the foregoing the Client shall pay to the Producer as follows:

(i) 25% of agreed price ("Contract Price") for the completed Programme prior to the commencement of Shooting. (ii) 25% of "Contract Price" upon completion of photography (iii) Remainder of Contract Price plus any extras (see Clause 13) upon delivery of the Contract Copy. (iv) This price will be subject to the addition of Value Added Tax where applicable. (v) Without prejudice to any other rights of the Producer if payment shall not be effected when due the Producer expressly reserves the right to charge interest on any outstanding amount at the rate of 4% over the prevailing National Westminster Bank Plc base lending rate.

12 Completion & Delivery

(a) The Producer upon completion of the Programme shall deliver free of claim (except as mentioned in Clause 7) one copy (Contract Copy). (b) After acceptance of the Contract Copy, no alteration whatsoever may be made to the Programme without the prior consent of the Producer which consent shall not be unreasonably withheld. (c) Although the Producer shall endeavour to complete the Programme when required, performance dates are not guaranteed. Without prejudice to Clause 9 hereof, delay in performance for any reason shall not entitle the Client to avoid the agreement.

13 Increased Costs

(a) The agreed price shall be increased by the additional costs that the Producer necessarily incurs on account of changes by the Client within the terms of Clause 6(i), increases in the labour and/or materials or services, and/or failure by the Client to provide facilities at the times and/or places and/or in the manner agreed. (b) Such increases in the agreed price shall only be payable by the Client provided that the claim for any such increase is notified to the Client by the Producer as soon as practicable after the occurrences giving rise to it, and a breakdown of such costs being supplied to the Client in reasonable time and the Client agrees to such increase(s) (such consent not to be unreasonably withheld or delayed). (c) The additional costs shall be added to the final payment.

14 Insurance

The Producer shall effect during production of the programme Public Liability Insurance providing indemnity against any one occurrence of not less than £500,000. In the event of the Producer agreeing to perform the agreement on the Client's premises, location or transport arranged by the Client, the Client shall be responsible for giving the Producer and its employees safe access to such premises, location or transport and shall indemnify the Producer and employees and sub-contractors against any damage loss or injury sustained by the Producer or any employee or sub-contractor whilst present on such premises, location or transport.

15 Termination of Contract by Client

If at any time the Client wishes to abandon the production of the Programme, the Client may, by notice in writing to the Producer, forthwith terminate this Agreement and thereupon: (a) The Producer shall take immediate steps to end all expenditure relating to the programme and deliver to the client a statement of costs (including overheads). (b) The Client shall reimburse the Producer such expenditure plus an agreed amount to cover the expected reasonable profit which would have been due to the Producer had the programme been completed. (c) The rights of all materials produced up to the date of termination (on payment by the Client of the costs set out in this Clause 15) shall transfer to the Client and the Producer shall deliver to the Client upon request all production materials connected with the programme.

16 Termination of the Contract by the Producer

If at any time the Producer wishes to abandon the production of the Programme, the Producer may, by notice in writing to the Client, forthwith terminate this Agreement and thereupon: (a) The Producer shall take immediate steps to end all expenditure relating to the programme and deliver to the client a statement of costs (including overheads). (b) The Client shall reimburse the Producer such reasonable expenditure incurred up to the date of termination. (c) The rights of the materials produced up to the date of the termination transfers to the Client. (d) The Producer shall deliver to the Client upon request all production materials connected with the Programme.

17 Insolvency

Either party may terminate the agreement forthwith by written notice to the other party if that other party becomes insolvent or compounds with its creditors generally or has a receiver appointed over all or any part of its assets or undertaking or if a petition is presented or resolution passed to wind it up whether compulsorily or voluntarily.

18 Acceptance of Terms

The placing of an order with the producer will be deemed as acceptance of these Terms and Conditions unless otherwise approved in writing by the Producer.

19 Governing Law

Any contract between the parties of which these Terms and Conditions form a part shall be governed by and construed in accordance with English Law and the courts of England shall have exclusive jurisdiction in relation to all matters relating thereto.