

GENERAL TERMS & CONDITIONS OF BUSINESS

On behalf of Slate 7 Ltd, Robin Fox & contractors:

This agreement formalises the established work practice & etiquette by which we operate. The following points form the basis of our employment, subject to different conditions being agreed to in writing.

We enjoy a fair workplace, operate with goodwill, and hope you view our Terms & Conditions as reasonable. Please negotiate or clarify any points prior to the job.

Definitions

In these Conditions: Client means the person or persons who accept(s) the services offered from the Company for the provision or contract to themselves or their business or their employees or whose booking for the Services is accepted by the Company. Company means Slate 7 Ltd or employees. The Equipment shall mean any substance, article or product to be supplied by the Company to the Client by way of hire pursuant to an order. Crew means a television crew comprising any number of people from an individual cameraman to a number of specified people who are trained television production personnel. Services means the services that the Company is contracted to supply in accordance with these conditions. Conditions means the standard Terms and Conditions of sale and supply set out in this document, and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Client and the Company.

Booking Process

Daily or weekly bookings can be taken directly or through the diary service Chapters 180. Priority will be given to confirmed rather than pencil bookings.

Every effort will be made by the Company to be flexible and understanding in relation to the changing nature of production schedules, however, once confirmed, CANCELLATION FEES apply at the rate of 50% within 48 Hours, and 100% within 24 Hours of the day of the booking. These times are measured in business days, excluding weekends and public holidays.

Terms of Payment

The Client shall pay to the Company fees at the rate agreed in writing between the Client and the Company.

The Client will, on demand, reimburse the Company for all authorised and/or reasonable expenditure incurred by the Company or its representatives in connection with the provision of Services or Contract.

Invoices will be submitted for payment upon completion of work and payment is due within 30 days of receipt of the invoice. Payment outside of this period is subject to interest at a rate of 10% on top of the bank of England base rate.

The Client shall make all payments in UK£ Sterling by cash, cheque or bank transfer to the account of the Company at a bank nominated by the Company.

The Company is a VAT registered company (VAT no. 165 1593 01) and VAT will be added at the current rate where applicable.

All intellectual property rights will be withheld by the Company until all invoices are paid.

Provisions of Service

A standard working day is 10hrs including a one-hour lunch break unless otherwise agreed. 12hr rates available upon request. Overtime charged at time and a half. Double time will be charged after 14hrs.

A working day is measured from CALLTIME to WRAP when shooting inside of the M25 motorway. CALLTIME is defined as the first requirement of the day and WRAP as departure from the final location. When shooting outside of the M25 the working day is measured from base to base. Travelling time between the location and the Crew's accommodation is included in a working day period.

A working day includes travel, in train, car or aeroplane. Travel day rates are available on request but must be negotiated in advance of commencement of the shoot. There are no half-day rates charged.

A Work Day or Overtime Buy-Out is bound by a LIMIT ON WORKING-HOURS set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights.

The Client shall provide the Crew with a break of one hour with the opportunity for a meal at the end of each period of 5 hours worked. Whenever such a break is not provided, the Company shall be entitled to charge for any work during such a period over and above the fee agreed for the provision of Services.

The Client shall provide the Crew with a minimum break of ten hours between the end of one day's work, and commencement of work the following day.

Whenever such a break is not provided, the Company shall be entitled to charge for any work during such a period over and above the fee agreed for the provision of Services.

Any rigging at height or on a moving vehicle must be carried out by either a qualified rigger or a grip. The Crew reserves the right to refuse requests made by production if they deem them un-safe or if unqualified to do so.

Incidental expenses incurred and funded by the Crew (eg parking, taxi fares, meals, parking fines, road tolls etc) shall be charged to the Client, unless other provision is made at the time of booking.

Clients planning to shoot in HOSTILE ENVIRONMENTS must advise the Company prior to confirmation. Such environments include exposure to sand, salt, water, dust, biological and chemical agents, civil unrest and declared hostilities. Production must notify the Company of all reasonably FORESEEABLE RISKS related to the job.

A high resolution viewing copy of the finished project should be made available for showreel and promotional use by the Company.

Travel

AIRPORT TRANSFERS and/or AIRPORT PARKING are billed to the Client. It is the responsibility of the client to arrange and pay for the provisions of excess baggage, failure to do so could result in the Company not being able to travel.

With the provisions of long distance travel the Client will book the Company in business class or better for all flights over 5 hours. Failure to make this booking will result in a charge of an additional 200% of the agreed daily rate including overtime for the said journey at each sector, outward and inward journey.

When travelling it is the responsibility of the Client to provide the Company and its crew with a per diem and float for costs incurred during travel. PER DIEMS must adequately cover meals, telecommunication & weekly laundry, with respect to schedule & destination. Alternate arrangements welcomed.

TRAVEL & REST DAYS include zero filming.

RECCE's are welcomed on Travel Days given it is of reasonable duration, and the site is en-route or within reasonable proximity of Crew Accommodation.

ACCOMMODATION & TRANSPORT provided by the Client must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the project.

DESTRUCTION OF EQUIPMENT

If the Equipment (excluding the Consumable Equipment) shall be lost stolen destroyed or damaged so as to be incapable of economic repair in the opinion of any insurers of such Equipment any money payable under any policy of insurance shall be applied in replacing such Equipment and if such money is insufficient the Client shall be responsible for paying the balance.

INSURANCE

The Client is responsible for covering all insurance on equipment supplied by the Company including any equipment that may have been cross-hired unless otherwise stated. Equipment insurance covered by the Company is available upon request and comes at an additional cost of 15% of the equipment hire.

Equipment replaced on the Clients insurance must be on a new for old basis. Equipment out of service due to an insurance claim will incur a loss of earnings fee.

The Client shall keep the Equipment, for the duration of the production, (excluding the Consumable Equipment) insured for its replacement value against loss or damage and against all other risks required by the Company which in the opinion of the Company it would be good commercial practice to insure such Equipment against; b. The Client shall effect the insurance with first class reputable British Insurers to be approved by the Company and shall cause the interest of the Company to be noted in every such policy of insurance and shall supply the Company with such details as the Company shall require from time to time. In default of the above, the Company may effect such insurance in respect of such Equipment with such insurers as it thinks fit and the Client shall on demand forthwith repay to the Company such sums as may have been expended by the Company in effecting and maintaining

any such policy together with interest at the rate of 3.5 % per annum above the base rate of The Royal Bank of Scotland calculated on a daily basis. Marine policy packing clauses are not acceptable to the Company and should be excluded from your own policy.

The Company's Public Liability Insurance Policy provides cover for claims up to £10m. The policy extends to property loaned to and in the custody or control of members - up to £25,000 per claim (subject to a maximum £100,000 per individual during the policy period).

Liability

The extent of the Company's LIABILITY due to illness, errors, omissions, Professional negligence, technical & mechanical failures, and/or effects of crime shall be limited to the equivalent of the Booking's daily fee.

SCREEN CREDITS

When the Company supplies the services of Robin Fox on a production on which crew credits are given the Company shall permit and the Client shall procure for the Company a screen credit. Such screen credit shall be included in all negative and positive prints or video tape on the card or roller usually devoted to such credits.

FORCE MAJEURE

The Company shall not be liable for any loss or damage or injury of any kind, whether direct or indirect, or consequential or otherwise resulting from any circumstances whatsoever beyond the control of the Company including (but without prejudice to the generality of the foregoing) war, riots, Civil commotion, strikes, lock1-outs, fire, flood, explosions, requisitions and acts of God.

TAPELESS

The Company will supply recording equipment with an agreed kind and quantity of Data Storage. It is the responsibility of the Client to decide whether the amount of Data Storage supplied is sufficient for its needs.

Extra Data Storage can be supplied, and will be charged for individually at a pre-determined hire charge. Any Data Storage supplied by The Company shall remain at all times the property of The Company and may not be substituted for alternative Data Storage save with the prior written agreement of The Company. Any Data Storage retained by the Client after the return of recording equipment supplied in conjunction with that Data Storage will be charged for on a daily hire basis.

Data Storage returned to The Company will be erased of all data forthwith upon receipt by The Company. Data on Data Storage will not be backed up or stored by The Company. Copying and backing up data recorded on Data Storage shall be the exclusive responsibility of the Client. The Company shall not be responsible for lost or damaged data recorded onto Data Storage nor for the Client's failure to transfer all data from Data Storage before it is returned to The Company. It is the responsibility of the Client to verify that all data has been successfully transferred prior to the return of

the Data Storage. All data that is confidential shall be deleted from Data Storage before the return of Equipment to The Company.

WAIVER AND ASSIGNMENT

No neglect delay or indulgence on the part or the Company in enforcing the terms and conditions of the Contract shall prejudice the strict rights of the Company. The Contract is personal to the Customer who may not assign it. The Client should not sub-hire any Equipment owned by the Company. No claim or counter1-claim against the Company shall entitle the Client to withhold from the Company any money due to it under the Contract.

LAW

The Contract shall in all respects be governed and interpreted in accordance with the laws of England and Wales to the jurisdiction of the Courts of which the parties agree to submit.