



Spirit Studios Limited (“Spirit”)
TERMS AND CONDITIONS OF BUSINESS

The following Terms and Conditions are the only terms or conditions on which Spirit gives quotations, accepts bookings or orders or supplies services and any variation of these Conditions must be made in writing and signed by or on behalf of Spirit. A contract will exist between the Client upon, and only upon, Spirit accepting the Client's booking and each booking will constitute a separate contract between the parties.

BOOKINGS

All bookings must be confirmed by e-mail to tara@spiritstudios.co.uk or by fax to +44 (0)207 462 9596, stating what facilities are required (video formats, ISDN, Digi Beta/Beta SP layback, sound effects, transmission masters, etc) and what formats, copies, etc are required on completion of the booking. The Client should also specify whether the booking is to continue throughout a one hour lunch period (in which case there will be a £5 surcharge to cover refreshments for the engineer).

CANCELLATION

In the event of cancellation of a booking by the Client, Spirit will use all reasonable endeavours to re-book the studio time to another client. If it is unable to do this the Client will be charged 50% of the price of the booked session if the cancellation is more than 2 but less than 5 days before the commencement of the booked time and 100% of the price of the booked session if the cancellation is less than 2 days before the commencement of the booked time.

CHARGES AND PAYMENT

Charges will be in accordance with the prices quoted by Spirit to the Client (including a surcharge per hour outside normal working hours of 9:00 a.m. to 6:00 p.m, Monday to Friday) subject to VAT at the current rate. Stock, deliveries and taxis will be charged as extras. Tea, coffee and light refreshments are provided free of charge and brought-in meals will be charged at cost + 10%. Payment must be made in cash at the completion of the booking unless the Client has been offered a credit account, in which case all accounts must be settled within 30 days from the date of invoice. Spirit reserves the right to charge interest in accordance with statute on late payments. Spirit will retain all title and copyright in the work resulting from a booking until payment is received in full.

RISK

Risk in the Client's films, tapes, digital files or other materials will at all times remain with the Client. Spirit cannot insure against loss of or damage to or non-delivery of the content of the Client's films, tapes or digital material of any kind and accordingly, liability in respect of such loss,

damage or non-delivery, even when the result of negligence on the part of Spirit, its employees or sub-contractors is limited to the value of replacement stock. Spirit shall in no circumstances accept any liability for any indirect or consequential losses.

If Spirit agrees to store or hold any master tape, film, or other material for the Client, then it shall do so entirely at the risk of the Client and reserves the right to charge the Client for such storage or to return the tape or other material to the Client at the Client's expense.

INTELLECTUAL PROPERTY

The Client agrees indemnify and keep indemnified Spirit against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any Copyright or other intellectual property rights or any defamation or alleged defamation arising out of the processing or reproduction of the Client's films or tapes by Spirit, or any work carried out by Spirit on the Client's instructions

LIEN

Spirit shall have a general lien over any of the Client's materials in Spirit's possession for any monies whatsoever due from the Client to Spirit, and, if payment is not made within 28 days of the monies becoming due Spirit may sell or make use of such materials and apply the proceeds towards the monies due and will have no liability in respect of those materials. Spirit will retain title to the product of its services until payment is received in full.

FORCE MAJEURE

Spirit shall not be liable in any way for any loss or damage arising because a booking is prevented or delayed for any reason beyond the control of Spirit.

PUBLICITY

Unless otherwise instructed by the Client in writing, Spirit may use Client's name and brief details of the job carried out for the purposes of Spirit's advertising and promotion of its business. Following the exhibition or broadcast of the work Spirit may use any part of the work in its showreels.

LAW

Each contract between Spirit and the Client shall be governed by the Law of England and the parties hereby submit to the sole and exclusive jurisdiction of the English courts.