

Date1st. October.2009

Standard terms of agreement for :

Calvert Studios UK Ltd. IMS Publications. Calvert Holdings Ltd.

Los Estudios De Calvert Espana SL.

creativecurve.co.uk creativecookies.co.uk allmediacreative.co.uk groupbreaks.com

thecarstudios.co.uk thecarstudios.com dancalvert.co.uk dancalvert.com carstudios.co.uk

car-studios.co.uk hire-studios.co.uk hire-studios.com rental-studios.com rental-studios.co.uk

shopcatalogues.co.uk studiohire.tv calvertcreative.co.uk imguides.co.uk

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CONDITIONS OF STUDIO HIRE AND POST PRODUCTION WORK

Definitions

"Agreement"	means the agreement comprised in the Booking Form and these conditions
"Booking"	means the hire of the Studios for the period of Booking and subject to the other terms and conditions specified in the Booking Form
"Booking Fee"	means the fee payable by the Client to the Company for the Booking as specified
"Client"	means the person commissioning the work
"Client Equipment"	means equipment brought onto the Company's premises by the Client, or the Client's Personnel or any servant agent or contractor for and on behalf of the Client
"Client Personnel"	means any persons invited by the Client, to enter the Studio during the Booking
"Client Own Media"	Means any Blank Media which is owned by the Client or any Client Personnel prior to the commencement of the Period Of Booking
"Client Personnel"	means persons invited by the Client to enter the Studio during the Booking
"Client Recording"	means a recording made prior to the commencement of the Period Of Booking which embodies or is to embody a Recording made by, on behalf of or at the direction of any Client Personnel.
"Company"	means the person so described ,facilities at Calvert Studios
"Conditions"	means these conditions
"Disbursements"	means the cost of any sundries or services (other than Agreed Services) supplied to any Client Personnel at the request of any Client Personnel by the Company as part of or pursuant to this Agreement during the Period of Booking including with out limitation any food or beverages (including any alcoholic beverages) supplied any third party or by the Company, taxi's or minicabs or other means of transportation, Blank Media or other sundries (which shall be charged in accordance with the Companies current schedule of charges for such media and/or sundries (as applicable) and any telephone calls or faxes made by or at the request of any Client Personnel and any third party hire charges incurred by or on behalf of any Client Personnel).
"Master Photography"	means the original photography produced for the Client in the course of the Booking on the media and in the format described in the purchase order
"Maximum Liability"	means the maximum liability on the part of the Company to the Client arising under or in connection with this Agreement being the sum described
"Media"	means without limitation tapes, computer discs, hard discs, drives and devices intended to store Images
"Materials"	means "media" that has recorded information stored on it
"Operators"	means the staff of the Company
"Period of Booking"	means the period described as such in the telephone booking e-mails or letter or or purchase order

“Post Production Work” means the processing by the Company of material accordance with the description in the purchase order

“Post Production Work Fee” means the fee payable by the Client to the Company for the Post Production Work as specified in purchase order or if not specified the calculated in accordance with the Company’s usual scale of charges

“Representatives” means the persons named on the purchase order being authorized by the Client to instruct the Company on behalf of the Client in respect of the Company’s provision of the Post Production Work

“Studio” means the photographic studio and the equipment specified in the purchase order

“Studio Breakdown” means a failure or breakdown or unavailability for any reason of the Studio, which prevents the Client’s use thereof in accordance with the terms thereof

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AGREEMENT

- 1.1 This Agreement shall only be accepted and binding on the Company once:
- 1.1.2 the Company shall have received cleared payment of the Deposit (if any).
- 1.2 In any event unless otherwise agreed in writing by a director of the Company, the purchase order and these Conditions alone shall apply to all goods supplied, facilities hired and work done by the Company for the Client

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STUDIO FACILITIES

- 2.1 The Company shall make the Studio and the Operators (if any) available to the Client during the Period of Booking and shall produce the photography at the direction and subject to the monitoring and approval of the Client or the Representatives
- 2.2 The Client hereby acknowledges that prior to the commencement of the Period Of Booking it shall be responsible for:
 - 2.2.1 ensuring the suitability of the Studio for the Client's purpose during the Period of Booking
 - 2.2.2 ensuring that the Client Equipment shall be compatible with the Studio
 - 2.2.3 the technical quality of any photographic work by personnel provided by the Client and that accordingly the Company gives no warranty as to the foregoing

3. **POST PRODUCTION WORK**

- 3.1. The Company shall carry out the Post Production Work as requested with all due care and diligence using suitable equipment and competent engineers
- 3.2. The Client and the Representatives shall be at all reasonable times to monitor the Company's performance of the Post Production Work and the Company shall carry out the Post Production Work at the direction of and subject to the monitoring and approval of the Client or the Representatives
- 3.3. The Client, at its request, shall be entitled and shall be given all reasonable opportunity to evaluate by any reasonable means the content and quality of the work undertaken
- 3.4. For the avoidance of doubt the Client acknowledges and accepts that it is incumbent upon the Client to ensure that the photography/files meets with its full satisfaction as aforesaid before proceeding to mass production commercial exploitation of the photography thereon

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5. THE FEES

- 5.1. The Client shall pay the whole of the Fees and any other sums payable by the terms of this agreement within 14 (fourteen) days of the Company's invoice, unless otherwise agreed previously. When dealing with private clients the fees are due on shoot date
- 5.2. The Client shall be liable to pay interest on any sums due and payable to the Company from time to time at the rate of four per cent (4%) per annum above NatWest Bank plc base rate.
 - 5.2.1. Interest and compensation for debt recovery costs will be charged on overdue payments in accordance with the provision of the Late Payment of Commercial Debts Act 1988]
- 5.3. The Fees shall not be reduced on account of:
 - 5.3.1. the Client's failure to use the Studio for any or all of the Period of the Booking
 - 5.3.2. the Client's cancellation of the Booking or any part thereof.
 - 5.3.3.

6. CLIENT MEDIA, PERSONNEL AND EQUIPMENT

- 5.1 The Client shall give the Company reasonable notice of its intention to use any Client Media during the Period Of Booking and shall provide the Company with full technical details in relation to the same prior to the commencement of the Period Of Booking.
- 5.2 If the Client uses any Client Blank Media:
 - 5.2.1 the Company shall be entitled to charge the Client a sum equivalent to twenty per cent (35%) of the manufacturer's recommended retail list price of such of the of the Client's Blank Media used during the Booking
 - 5.2.2 the Client shall be responsible for the quality and integrity of the Client Media and that it is fit for the purpose for which the Clients wishes to use the same. The Company shall not be liable the Client or otherwise for any deficiency in or caused by such Client Media.

- 5.3 The Client hereby warrants undertakes and agrees that it shall procure that each of the Clients Personnel shall abide by the Studio's rules, regulations and health and safety policy and that it shall be responsible:
 - 5.3.1 for the actions of the Clients Personnel upon the Company's premises
 - 5.3.2 for any and all injury, loss or damage to any person's equipment or premises caused by any act or omission of the Client's Personnel, or as a result of any defect in or inappropriate specification of the Client's Equipment or the Clients Own Media
 - 5.3.3 for the cost of the hire of any Client's Equipment
 - 5.3.4 for any costs and expenses incurred by the Company on behalf of the Client at the Client's request
 - 5.3.5 for any and all loss or damage to the Client's Equipment which shall be at the sole risk of the Client
- 5.4 The Client shall remove all Client's Equipment forthwith at the end of the Period of Booking and in default thereof the Client shall be liable to the Company for its reasonable storage charges. The Company shall be entitled by 3 (three) months' notice the Client to require the Client to collect the Client's Equipment and in default of collection of the Client's Equipment on or before the expiration of the said period of notice, the Company shall be entitled to destroy or otherwise dispose of the Client's Equipment

6. SOUND LEVELS

The Client hereby acknowledges that the Noise at Work Regulations 1989 (NWR) (and any subsequent revision thereof have established that prolonged exposure to noise levels in excess of (85 decibels) may cause damage to hearing and that the Studio is required by law to keep exposure to noise in excess of such levels to the minimum that is reasonably practicable) and that accordingly:

- 6.1 the Client shall be responsible for the level of noise within the Studio;
- 6.2 the Client shall procure that noise levels in excess of eighty five (85) decibels shall not be sustained in the Studio for long periods
- 6.2.3 the Company reserves the right to take such action as it may in its discretion deem appropriate in order to maintain tolerable levels of noise in the facility in accordance with its obligations pursuant to the NWR and that no claim shall be made against the Company in respect of such action (including in relation to any inconvenience or time lost)

7. PHOTOGRAPHY AND MATERIALS

- 7.1 The Client shall procure the collection of the photography/files and ancillary materials (if any) ("the materials") immediately upon payment in full of the Company's invoice applicable thereto ("the Collection Date")
- 7.2 After the Collection Date:
 - 7.2.1 notwithstanding any other provision contained within this Agreement all Materials shall be held by the Company at the Client's sole risk
 - 7.2.2 the Client shall be liable to the Company for its storage charges in accordance with the Company's standard schedule of storage charges in respect of the storage of such photography/files and/or Ancillary Materials following the Collection Date
 - 7.2.3 the Company shall be entitled to serve written notice on the Client requiring the Client to collect such photography/files and/or Ancillary Materials within a period of no less than three (3) months from the date of service of such notice. If the Client shall fail so to collect such photography/files and/or Ancillary Materials within such period the Company shall be entitled to destroy or otherwise dispose of the relevant photography/files and/or Ancillary Materials and the Client shall not raise any objection in respect thereof and shall indemnify the Company from and against any claim with respect thereto
- 7.3 Notwithstanding the foregoing until such time as the Company shall be in receipt of cleared payment of all Fees and Disbursements:
 - 7.3.1 property in all photography/files and/or Ancillary Materials shall vest in the Company; and
 - 7.3.2 the Company shall be entitled to retain possession of the said photography/files and/or Ancillary Materials.

8. INDEMNITY

The Client hereby covenants and undertakes to the Company that it shall indemnify the Company from and against any injury loss damage costs and/or expenses (including legal expenses) suffered by the Company arising from:

- 8.1 the Client's cancellation of the Booking including without limitation any reasonable costs or expenses incurred by the Company in connection with the Booking;
- 8.2 the Client's making, use or exploitation of any images;
- 8.3 the Client's breach of any of the terms of this Agreement; and
- 8.4 the Client's failure to obtain any licences, consents or permissions in relation to the making or exploitation of any photography/files and/or Ancillary Materials.

9. CONTENT OF RECORDING

- 9.1 The Client hereby warrants and undertakes that nothing shall be included in any photography which constitutes a breach or infringement of any copyright or other rights or which shall be in any way illegal, scandalous, obscene or libellous and the Client shall fully indemnify the Company in respect thereof and shall pay all costs and expenses which may be incurred by the Company in reference to any such claim. The indemnity shall extend to any amount paid on the advice of counsel in respect of any such claim
- 9.2 The Company shall not be required by Client or any Client's Personnel to reproduce any matter which in its opinion is or may be of an illegal, scandalous, obscene or libellous nature, or would constitute an infringement of any copyright or other rights.
- 9.2.3 the Company shall be entitled to charge the Client as a Disbursement a sum in addition to the Fee for any time and/or expenses incurred by the Company in any adjustment or conversion of the Company's technical equipment or copying of any Client Media including with limitation any Transfer/Reproductions in respect thereof

10. STUDIO BREAKDOWN WARRANTY

In the event of Facility Breakdown the Company shall at its option either make available to the Client the Studio for a period of time equivalent in duration that proportion of the unexpired Period Of Booking existing at the time of the Studio Breakdown [and provide the Agreed Services (as applicable)] at a future time (as soon as the same can reasonably be arranged) which has/have been lost as a result of such Studio Breakdown or credit or refund to the Client a reasonable proportion of the Booking Fee in respect of the Booking

11 MASTER RECORDINGS AND POST PRODUCTION WORK

- 11.1 The Company shall in no event be liable to the Client in respect of any defect in or loss of or damage to any Master Photography or Pre Production Master unless such defect, loss or damage was directly caused by the negligent act of any Operator or directly by any faulty equipment owned by Company situated at the Studio
- 11.2 The Company shall use its reasonable endeavors to correct any such defect and to effect replacement of such lost or damaged Master Photography or Pre Production Masters that are promptly notified to the Company or of which it is aware and which are attributable to faulty materials belonging to, workmanship by or negligence of the Company
- 11.3 In the event that the Company is unable reasonably to effect such correction or replacement its liability in respect of any Master Photography or Pre Production Master shall be limited to the Maximum Liability or the Fee (whichever is less).
- 11.4 The Client acknowledges that Company's liability in respect of any defect, loss or damage to any Master Photography or Pre Production Master is restricted to the value of any Media supplied to the Client by the Company (if any) as if such Media were blank and did not embody any recording whatsoever.

12. CLIENT'S MATERIALS

It shall be a condition of this Agreement that any Client Photography/files shall have been copied by the Client before delivery to the Company or the arrival of the same at the Studio, and that the Company's liability for loss of or damage to any Client Photography/files shall be limited to the manufacturer's retail list price of the unrecorded blank Media on which such Photography is made.

13. COMPANY'S OVERALL LIABILITY

- 13.1 In the event that the Client shall actually suffer any loss or damage arising directly from the negligence or breach of contract or of statutory duty of the Company then other than in cases of death or personal injury the Company's liability therefore shall be limited in any event to the Fee or the Maximum Liability (whichever is less) in respect of the aggregate of all instances of such negligence and/or breach arising out of the Company's performance of its obligations under this Agreement
- 13.2 Notwithstanding any other provision contained within this Agreement the Company shall not be liable to the Client or the Client's Personnel for any:
- 13.2.1 indirect or consequential loss or damage
- 13.2.2 economic loss including without limitation any loss of profits or goodwill or anticipated savings arising from any fault in the Studio or any act or omission of the Company its servants or agents in respect of this Agreement
- 13.3.1 The Company's liability under this Agreement shall be to the exclusion of all other liability to the Client whether contractual, tortious or otherwise.
- 13.4 The Client accepts that the limitation of the Company's total liability in respect of the Booking and/or the Agreed Services as aforesaid is reasonable and that in setting such limit the Client and the Company have had regard to the price and nature of the Booking, the Fee and the Agreed Services and the terms hereof, and the level of expenses expected to be incurred by the Client in respect thereof and the resources available to each party including insurance cover, to meet any such liability.

14. FORCE MAJEURE

Notwithstanding any other term of this Agreement the Company shall not be under any liability for any failure to perform any of its obligations or agreements pursuant to this Agreement due to the occurrence of any Force Majeure Event. Following notification by the Company to the Client of the occurrence of any such Force Majeure Event, the Company shall be entitled to a reasonable period of time to perform its obligations or agreements hereunder. For the purpose of this Agreement, a 'Force Majeure Event' means, without limitation any:

- 14.1 Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company, the Client or of a third party ruling or action of any labour union or trade body association affecting the Company, the Client or the music audio post production industry); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery or any other life events beyond the control of the Company

17. MISCELLANEOUS

- 17.1 The Client shall procure that neither the Client nor any of the Client Personnel shall be held out as an agent of or pledge the credit of the Company
- 17.2 This Agreement constitutes the entire agreement between the parties and neither party shall be bound by any other statement or representation made to the other
- 17.3 No variation or amendment to this Agreement shall be effective unless made in writing and signed by the parties hereto
- 17.4 In the event that any part of this Agreement shall be held to be void voidable or otherwise unenforceable by a court of competent jurisdiction then the balance thereof shall remain in full force and effect
- 17.5 All notices required to be given hereunder shall be in writing and deemed properly served if delivered by hand or sent by fax (PROVIDED that proof of transmission can be produced) to the address or fax number respectively of the applicable party specified on the Booking Form on the date of delivery or transmission or if sent by recorded delivery post to such address within two (2) working days of posting.
- 17.6 This agreement shall be construed in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the English Courts

18. COPYRIGHT

- 18.1 The copyright of any image (or part thereof) created using Calvert Studios Ltd / Los Estudios de Calvert Espana S.L. thecarstudios.com, thebikestudios.com, carsforfilm.com and bikesforfilm.com or our sub-contractors, studios or backgrounds viewed from our sites or locations, found or permitted by the Company or a production company employed by us for third parties, or via the use of our tracking booms, will remain with the Company. To include copyright of any hard type or electronic medias or parts thereof also retained by the Company unless a special agreement is made in writing prior to commencement of the assignment. If images are reproduced before payment of the Company's fees, the Client or third parties using the images will be liable for all costs and extra costs over and above the original costs of producing the images / materials / tracking booms and production costs and any related expenses legal or otherwise. The images may not be used for any use other than that specified by the company at the time of booking without the expressed agreement by the company in writing. The agreed uses should be specific to the original purchase order. The client or third parties will be liable for costs over and above the original costs if used for publications other than originally specified at the point of booking. These costs shall also include the legal costs of enforcement. Where usage is not specified, the company policy is for specific use in one media only or private use, for example, use will be granted for one use only in brochures OR point of sale, OR dealer advertising OR advertising via posters OR magazines OR internet. Use in all medias or multi medias will require a "buy-out fee" to be agreed before use. The uses will also have a limited period of use, above the line advertising is normally twelve weeks. Below the line, Brochures or dealer advertising and internet are normally one year. If in doubt, please ask first.

CANCELLATION CHARGES

1. If the Booking shall be cancelled by notice in writing or telephone from the Client to the Company director more than 48 hours before the start of the Period of Booking, then the Client shall not be required to pay to the Company any cancellation charge or any of the Fee.

Notwithstanding the foregoing, if the booking is cancelled with less than 48 hours notice then the client shall be liable for full studio hire costs and any labour or third party costs already paid or confirmed with third parties for the period of the booking