

Mark Carson Limited. Terms and Conditions of work.

1 Definitions

In these Conditions:

The "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.

The "Company" means Mark Carson Limited, Director Of Photography/Lighting Cameraman/Camera Operator/Cameraman/Director/Drone Operator/Editor or employees.

"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.

"Crew" means a filming crew comprising any number of people from an individual cameraman to a number of specified people who are trained in the production of production.

Working Day. With a set duration and the number of days agreed in writing between the Client and the Company. A working day includes travel, in train, car, boat, helicopter or aeroplane. There are no half-day rates charged.

Interest means interest at the rate of 10% on top of the bank of England base rate per month on outstanding balances calculated 30 days from the day of the Company's invoice is submitted to the Client.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only, and shall not affect their interpretation.

2 Provisions of Services

2.1 The Company shall provide the Services (and/or fulfil the Brief or Contract) in accordance with any written quotation (or oral booking confirmed in writing or by email) of the Company, which is accepted by the Client, subject in either case by these Conditions.

2.2 The Company is not obligated to provide Services unless and until the Company has received such written confirmation.

2.3 The Client shall not further assign the Company's services to a third party, or instruct the Company's employees or representatives to engage on work for any other project, or film, televise, record, or photograph any scene or incident which is not relevant to said assignment for which the Services were originally contracted without prior notice to the Company in writing, or by email, not less than 24 hours prior to the proposed commencement of the assignment. Whereupon the Company will renegotiate with the Client and agree suitable fees before the assignment is undertaken. Failure to do so will render the booking for the Services invalid, whereupon the fees in respect thereof shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

2.4 In the event of the Client cancelling a booking that the Client previously confirmed verbally in person or by phone, or in writing by email, the Client shall be liable to pay the Company a cancellation fee. This is based upon whether or not the Company has already turned down other work as a result of the Client's cancelled booking, the Company reserves the right to charge a cancellation fee of 100% of the fee agreed for the original booking.

2.5 Hours worked in excess of ten hours per day (from base), will be liable to an additional hourly charge at time and one half. All hours worked in excess of ten hours per day are at the discretion of the Crew, unless otherwise agreed with the Company in writing, or email, at the time of the original booking of the provision of Services.

2.6 The Client shall provide the Crew with a break of one hour 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.

2.7 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, or overtime hours will be chargeable until the 10 hour period rest period is reached. Travelling time between the location and the Crew's accommodation is included in a working day period. 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.

2.8 The Company will provide media/stock if required by the Client. If the Client wishes to utilise their own media/stock, then the Company cannot furnish any guarantee of recording quality using the Client's media/stock. Reused media/stock is used strictly at the Client's risk and the Client shall be liable should that media/stock cause damage to the Company's equipment.

2.9 Other incidental expenses incurred and funded by the Crew (e.g. 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 and /or agreeing the Contract.

2.10 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Company.

2.11 with the provisions of long distance travel the client will book 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.

2.13 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.

2.14 When travelling it is the responsibility of the Client to provide the Company and crew with a per diem and float for costs incurred during travel.

2.15 Confirmations and Cancellations. 48 hours is the minimum notice needed to confirm a pencilled booking. Failure to confirm a booking will result in the company accepting work from another client. The Client will give the Company due notice in order of cancellation. The Client will give the Company 1 business day notice per day(s) booked in notification if a booking is to be cancelled. Subsequent days on continuous bookings will be charged at a 50% rate.

3 Insurance

3.1 The Company provides insurance cover for its equipment subject to the following conditions.

3.1.1 The Client shall be liable for the equipment policy excess (£750.00) in the event of a claim arising through direct involvement of any person/s other than the Company's employees or their representatives.

3.1.2 the client will be responsible for all travel and production insurance for the company and its representatives. Proof of this

insurance policy MUST be presented, in writing, at least 48 hours before the proposed commencement time of the provision of Services to the Company or their representatives.

3.1.3 The Client shall be fully liable in the event of a claim arising through loss, theft, or damage to the Company's equipment if said loss, theft, or damage occurred as a result of the Client's employees or representatives causing the equipment to be in an uninsured condition.

3.1.4 Provision of the Services which invalidates the Company's employees', or their representatives', personal insurance policies (eg filming in a war zone, flying other than a fare-paying passenger on a scheduled airline, etc) may not be undertaken without the provision by the Client of a personal accident insurance for each of the Company's employees, or their representatives, to the value of AT LEAST £1'000,000 per person. Proof of this insurance policy MUST be presented, in writing, at least 48 hours before the proposed commencement time of the provision of Services to the Company or their representatives.

3.1.5 Failure to disclose any hazards which thus invalidate the personal insurance policies of the Company's employees, or their representatives, prior to the provision of Services, will render the booking for said Services invalid, whereupon the fees in respect thereof shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

3.2 The cover of equipment and employer liability extends to the UK and Europe, where work is required outside this boundary, ie, Turkey, America and the Far East. Renders the current insurance in invalid. Therefore policy extension will be activated and changed on to the client.

4 Terms of Payment

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

4.2 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.

4.3 All payments to the Company shall be made against the Company's invoice(s) that shall be presented at the end of each period of the provision of Services or on completion of the designated milestones in respect of the Contract.

4.4 The Client shall make all payments within 28 calendar days from the date of the Company's invoice or as stated on the invoice.

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

4.6 If and whenever the Client shall fail to make such payments within the said 28 calendar days period, the Client shall pay to the Company interest on such outstanding payments, calculated from the invoice date until the date of payment. The rate of interest will be notified to the Client if such payments become outstanding, and will be 10% above the Bank Of England Base rate compounding.

4.7 Also, in the event of payments not being received within the said 28 calendar days period, any quotation for Services or Contract in force between the Client and the Company shall be deemed to be invalidated, and the terms and conditions appertaining to said Services or Contract shall no longer apply, but be open to re-negotiation.

4.8 If at any time the Client requests the Company to invoice a third party with whom the Company has no contractual agreement with regard to the Services, the Company reserves the right to refuse to do this and to insist that the Client makes payment at the appropriate time. If the Company agrees to invoice said third party but payment is not made within 28 calendar days, the Client shall be liable for a charge of 30% shall request immediate payment to the Company of the full amount on demand.

4.9 The company reserves the right to set terms of 50% up front for any clients, or those it deems necessary in order to engage the service of the client. The remainder is payable at completion of the project. With the transaction of camera rushes. Failure to do so could result in delay of beginning of production.

4.10 Should the client's bank be outside the UK, the client is responsible for all transaction fees incurred when making reimbursement to the company. The foreign client will reimburse the company 50% of the quoted price up front and prior to the beginning of any production-taking place

5 High Definition & 4k Filming

5.1 The difficulties of ensuring accurate focus of moving subjects without focus puller.

5.2 Impossible to maintain "quality assurance" of lens, camera and recording without a full res monitor on location. (A 17 inch lcd monitor would suffice)

5.3 For jobs involving hand held location shooting, with a duration of a few days or more, recommendation for full res monitor for spot checks whenever possible.

5.4 Spot checks included in schedule

5.5 The client will assist the company to gain access to the finished product in HD to assist with the company's show reel and self-promotion purposes

6 Property

6.1 Notwithstanding the delivery to the Client, or their authorised representatives, of any script, graphic, ideas, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials (whether subject to copyright or not) appertaining to the provision of Services or Contract, or any other provision of these Conditions, the property in such script, graphic, ideas, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials shall not pass to the Client until the Company has received in cash, or cleared funds, payment in full of all outstanding invoices in respect thereof.

6.2 Until such time as the property in such script, graphic, ideas, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc, or other related materials passes to the Client, the Company shall be entitled, at any time, to require the Client to deliver up such script, graphic, ideas, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials to the Company and, if the Client fails to do so forthwith, to enter upon any premises of the Client, or any Third Party, where such script, graphic, ideas, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials are stored and repossess them.

6.3 The company will supply recoded images to the client on the condition that at any time for self-promotion purposes the company will have unrestricted access to the supplied images.

6.4 Payments received for such script, graphic, film, ideas, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials which are delivered to the Client within the provision of Services or Contract only relate to the project for which said script, graphic, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials were commissioned. Said script, graphic, film, photographic material, video tape, video disc, audio tape, audio disc, computer disc or other related materials may not be assigned to a third party, in full or in

part, nor may they be used in conjunction with other materials and/or for a separate project or projects, in full or in part, at any time without written permission from the Company, which may also entail further fees arranged with the Company. For a hard or email copy please ask the via email or phone.