

PACEY PRODUCTION COMPANY

TERMS & CONDITIONS OF TRADE

The words 'client/agency' shall also mean 'the company or persons who's' name appears on the purchase order' and the word 'PPC' also mean 'Pacey Production Company Ltd'.

1. ESTIMATE INFO

- 1.1. The estimate is valid and open for acceptance for a period of twenty days from the date of the quote, after which it is subject to cost variation.
- 1.2. All estimates are subject to a 10% reserve contingency to cover unforeseen inflations to budget – the nominated on shoot client/agency representative will be informed prior to any additional expenditure requiring the reserve to be activated. All additions to estimate must be signed off by the nominated authorised representative of the client/agency.
- 1.3. In respect of point 1.2 the client/agency agrees to nominate an on-shoot representative with authority to sign off on items brought to their attention that fall in to the reserve contingency as stipulated.
- 1.4. Estimate relates to the original or most recent brief provided by client/agency. Changes to the brief may result in additional charges being billed to the client/agency.

2. NON VARIATION

- 2.1. Any variation of the following terms and conditions will only be of force and effect if reduced to writing and signed by both parties.

3. TERMS OF PAYMENT

- 3.1. For local productions, a minimum of 50% of the expenses agreed price is payable not later than 7 days before the first shoot date. Non-Payment within the stipulated time period constitutes a material breach of contract, which will entitle the producer/PPC to cancel the contract and all production.
- 3.2. For international productions, a minimum of 75% of the expenses agreed price is payable not later than 7 days before the first shoot date. Non-Payment within the stipulated time period constitutes a material breach of contract, which will entitle the producer/PPC to cancel the contract and all production.
- 3.3. The remaining final balance is payable on 20th of the following month.
- 3.4. Any extra costs agreed to shall be paid on the same basis as set out in 3.2 above.
- 3.5. A signed official purchase order detailing the total amount of the PPC estimate and proof of TT of advance is to be faxed/mailed to PPC no later than 7 days prior to the shoot. The P.O. should also confirm terms of payment as agreed between the client/agency and PPC. This

purchase order confirms contract between parties – and any client/agency cancellation after purchase order is received may be liable for cancellation / postponement fees detailed in Point 4 below.

- 3.6. Estimate is shown in, and is payable in New Zealand Dollars.
- 3.7. Currency fluctuations resulting in increases to the agreed price shall be the responsibility of the client/agency. These will be billed by PPC based on the final expenses paid out in each selected shoot destination/country.
- 3.8. In the event of bad weather postponing the shoot, a full day fee will be charged per day of postponement, plus all additional expenses. The first day of postponement will incur a day rate for production crew and camera assistants, remaining crew or talent postponed would incur a 50% fee. The expenses would include (but are not limited to) accommodation, per-diems, hire vehicle charges and any costs incurred changing location bookings and/or flights. The client/agency is responsible for taking out any weather insurance should they feel it is required.

4. CANCELLATION / POSTPONEMENT

- 4.1. Should the client/agency cause the production to be cancelled or postponed less than 20 and not less than 7 days prior to the scheduled shoot date, it shall be liable for and pay the following:
100% of the producer's actual expenses incurred prior to notice of cancellation / postponement; plus 10% of the total approved estimate
- 4.2. Should the client/agency cause the production to be cancelled or postponed less than 7 days prior to the scheduled shoot date, it shall be liable and pay for the following:
100% of the producer's actual expenses incurred prior to notice of cancellation / postponement; plus up to 50% of the total approved estimate (at PPC sole discretion).
- 4.3. Should the client/agency be paying for a producer at dayrate charges plus expenses only and PPC not commissioned for a full production – PPC producer will charge the following cancellation fees:
Cancellation 24 hours prior to confirmed days work (prep or shoot) - 50% of producer's dayrate & any expenses incurred to date including but not limited to any producer prep time (at PPC sole discretion).
Cancellation less than 12 hours prior to confirmed days work (prep or shoot) - 100% of the producer's dayrate and expenses incurred to date including but not limited to any producer prep time (at PPC sole discretion).



5. COPYRIGHT / OWNERSHIP

- 5.1. Copyright in all images remains with the Photographer, with licensing details confirmed between client/agency and photographer directly. PPC reserves the right to use images created with the aid of PPC production on promotional material (including but not limited to websites / promo cards / portfolios / listings / advertisements) with permission of the Photographer. PPC will endeavour to credit the client/agency where possible, when images are used.
- 5.2. PPC acknowledges that materials provided by client/agency are of a confidential nature and will not disclose sensitive information to third parties. In return, client/agency agrees to not disclose any information created by PPC (including but not limited to estimate information) to third parties and to treat this material as confidential.
- 5.3. The Photographer shall be responsible for the safekeeping of any negative, videotape, digital assets during production and at all other times up to the point at which the materials are delivered to the client/agency.
- 5.4. PPC shall not be responsible for the security of the materials, unless agreed to in writing by the client/agency, photographer and PPC.
- 5.5. All documents provided and created by PPC are © PPC 2008 and all rights are reserved.
- 5.6. Unless specified in writing to the contrary at briefing stage, all props and wardrobe remain the property of PPC.

6. INSURANCE

- 6.1. Responsibility to insure against the following risks rest with the client/agency:
 - 6.1.1. weather;
 - 6.1.2. artist's liability, including non-appearance;
 - 6.1.3. client/agency's personnel present on shoot;
 - 6.1.4. cancellation of production at instigation of the client/agency;
 - 6.1.5. products supplied by the client/agency.
- 6.2. The producer / PPC shall insure against the following:
 - 6.2.1. cancellation of the production at the instigation of the producer;
 - 6.2.2. producer's personnel;
 - 6.2.3. props acquired by the producer;
 - 6.2.4. locations (third party public liability);
 - 6.2.5. all equipment;
 - 6.2.6. transport;

7. CLIENT/AGENCY RESPONSIBILITIES

- 7.1. It is the client/agency's responsibility to ensure that items listed under Client/Agency Responsibility on estimate are delivered to the specified studio/location in good time. PPC is not liable for any additional costs including but not limited to crew overtime due to usage of talent, suppliers or production recommended or supplied by the client/agency.

8. INDEMNITY

- 8.1. Should a party incur any loss or liability, costs (including external legal costs) or damages as a result of the other party breaching this Agreement the offending party shall indemnify the non-offending party in relation to such damage.
- 8.2. Each party's liability under this clause shall be limited to the Production Fee (together with the cost of any extra work required by the company and carried out by the Production Company) paid under this agreement and no party shall have liability for consequential loss, media placement, loss of business profits or other pecuniary losses.

9. HEALTH & SAFETY

- 9.1. PPC is committed to ensuring a safe workplace for their crew and client/agency. An On Location Hazard Management Plan and information on any safety requirements required on set (including but not limited to closed toe shoes, reflective safety vests) will be provided with call sheet to all personnel – and responsibility to comply with these safety procedures is required by all crew and client/agency personnel attending the shoot.

10. GOVERNING LAW

- 10.1. This agreement shall be governed by the laws of New Zealand and the parties hereby submit to the non-exclusive jurisdiction of the New Zealand courts.

11. ALL ERRORS AND OMISSIONS EXCLUDED

