

## TERMS AND CONDITIONS

1. Unless agreed otherwise in writing, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 14 days prior to commencement of work. The remaining 50% shall be payable on completion of the video or multimedia project. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.

2. For invoices over £1000 sterling Wired Ltd. will issue an invoice for payment as each sum becomes due, to be paid within 21 days of the date of that invoice.

3. For invoices under £1000 sterling Wired Ltd may require payment upon completion of transfer of goods or services to the purchaser.

4. Wired's fees shall be exclusive of disbursements and expense items related to the agreed programme such as messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, creation of audio and video streaming files, travel accommodation, subsistence, fax charges and similar items which will be invoiced to the client on the relevant project, or separately as necessary.

5. If payment is not received within 21 days of the invoice date, Wired Ltd. will automatically charge interest at a rate of 8% per annum, which will be added to the customer's account.

6. Payment may be made by bank transfer, cheque or cash. All cheques must be made payable to Wired Ltd.

7. After agreement of a production schedule, rescheduling may incur additional. Cancellation of a shoot at short notice will incur a cancellation fee. This will be 75% of the shoot casts for cancellation with fewer than 24 hours notice and 50% for fewer than 48 hours.

8. The customer's requirements must be clearly provided to Wired Ltd. in writing before commencement of work and subject only to one set of minor alterations thereafter.

9. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.

10. A video programme will only be publicly released by Wired Ltd. once the customer approves all content as complete and satisfactory and confirms this in writing.

11. A customer may terminate the contract at any time by written notice of termination.

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12. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Wired Ltd. unless any other written agreement is reached in advance.

13. Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.

14. Wired Ltd. reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libelous, defamatory or illegal.

15. Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the "unsuitable" information, its inclusion may be considered.

16. Wired Ltd. cannot be held liable for loss or damage caused as a result of third party action or failure.

17. The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Wired provides crew or equipment and such arrangements shall be notified to Wired in writing in advance of travel to that jurisdiction.

18. Wired Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

19. Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.

20. If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.

21. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

22. Wired Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.

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23. In consideration of, and subject to, the final payment of full fees due to Wired Ltd by the customer, Wired Ltd hereby assigns to the customer with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.

24. Any confidential or proprietary information which is acquired by Wired Ltd. from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Wired Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

25. Any contract requiring Wired Ltd. to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Wired Ltd., its servants or agents, as necessary.

26. Wired Ltd. office hours are 10.00 a.m. to 18.00 p.m. Monday to Friday unless notified otherwise.

27. Any claims must be made in writing to Wired Ltd. within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.

28. Should the customer have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by Wired Ltd within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to Wired.

29. Wired Ltd shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to Wired, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.