

TERMS AND CONDITIONS

1. Unless agreed otherwise in writing, 50% of the invoice must be paid (as a deposit) 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 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 Phink TV will issue an invoice for payments as each sum becomes due, to be paid within 14 days of the date of that invoice.
3. For invoices under £1000 sterling Phink TV may require payment upon completion of transfer of goods or services to the purchaser.
4. Phink TV 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 14 days of the invoice date, Phink TV 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.
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 cancelation with fewer than 24 hours notice and 50% for fewer than 48 hours.
8. The customer's requirements must be clearly provided to Phink TV 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 released by Phink TV once the customer approves all content as complete and satisfactory confirmed in writing.

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

12. When a client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Phink TV 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. Phink TV 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 libellous 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. Phink TV cannot be held liable for loss or damage caused as a result of third party actions or failure

17. Any failure of performance by Phink TV will not be considered a breach of contract if it is caused by circumstances beyond their control. This includes acts of god, breakdown of machinery, or any other cause understood in the expression 'force majeure'.

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

19. Phink TV 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.

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

21. 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.

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

23. Phink TV will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.

24. In consideration of, and subject to, the final payment of full fees due to Phink TV by the customer, Phink TV 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.

25. Any confidential or proprietary information which is acquired by Phink TV 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, Phink TV will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

26. Any contract requiring Phink TV 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 Phink TV, its servants or agents, as necessary.

27. Phink TV office hours are 10.00am to 18.00pm Monday to Friday unless notified otherwise.

28. Any claims must be made in writing to Phink TV within 3 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.

29. Should the customer have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by Phink TV 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 Phink TV.

30. Phink TV will use its best endeavours to provide the customer with a satisfactory service and will use all proper care and skill at all times.

31. By payment of 50% the invoice as a deposit the customer indicates their acceptance to these Terms and Conditions.

Phink TV LLP, Netil Studio's, 1a Westgate Street, London, E8 3RL

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