

## 1) **Terms and Conditions of Contract**

### **The following Terms and Conditions apply.**

- 2) The expression "the Supplier" means David Monteath of Steam Powered Productions Limited. The expression "the Buyer" means the person, firm, company or entity purchasing goods or services from the Supplier.
- 3) The Supplier contracts on these conditions only, and acceptance by the Supplier of any order from a Buyer will be deemed an acceptance of these Terms and Conditions by the Buyer. No Terms and Conditions other than those set forth herein or any variation thereof under Condition 19 shall be binding upon the Supplier or the Buyer unless provided in writing and signed by or on behalf of both the Supplier and the Buyer.
- 4) Payment is due within 30 days of the date of invoice (unless otherwise specified by the Supplier).
- 5) In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 (EC Directive), the right is reserved to charge interest at 8% above the late payment period reference interest rate based on the relevant Bank of England base rate on all amounts outstanding for more than 30 days (the Credit Period) from the Tax Date indicated on the invoice; and further to make a statutory compensatory charge on late payments, as follows: for amounts below £1,000 a charge of £40; for amounts between £1,000 and £10,000 a charge of £70; and for amounts above £10,000 a charge of £100. Such charges may be applied and added to the debt. Details of these charges can be found at the DTI's website: [www.payontime.co.uk/legislation/legislation\\_main.html](http://www.payontime.co.uk/legislation/legislation_main.html)
- 6) The right is reserved to levy a minimum charge of £10 for each written reminder or statement produced and sent after the Credit Period.
- 7) Credit facilities and the supply of any future services may be withdrawn in the event of a breach of these Terms and Conditions.
- 8) Unless otherwise agreed, all Session and Use fees are set at no lower than the minimum relevant Equity rates, together with any additional Terms and Conditions published on the relevant Equity rate cards or guidelines in force at the time the service was provided.
- 9) Fees for voice-overs supplied for radio commercials produced by a radio station or appointed sub-contractor under the Equity Independent Radio Commercials Payments Rate Card (IRCP Rate Card) are calculated on a one fee per voice performed, per script, per station basis at the relevant transmitting station(s) rates unless otherwise indicated.
- 10) Charges above any prevailing Equity IRCP Ratecard minimum rates include use fees for any previously bonded FM and AM stations. These are charged separately by the Supplier, at no less than the prevailing full unbonded Equity fee for each single station. AM splits therefore will continue to be charged by the Supplier at 100% of the listed AM rate on the Rate Card, and not at 25% as per the current Equity IRCP Rate Card
- 11) Fees are set at a level to reflect the stated usage at the time of booking. Any further usage on other broadcast outlets, for other advertisers, in other media, beyond the duration of stated licensing terms or the re-use of recorded material in other productions is beyond the scope of the original agreement and must be advised by the Buyer at the point of intended further use, the Supplier's permission sought and appropriate payments made at the Suppliers discretion at or above the rates then Use periods will be considered to prevailing on the relevant Equity rate card. commence from the date of the original supply of the material.

- 12) For work carried out after the hour of 6pm and at any time during Saturday and Sunday or on a bank holiday in the UK, the Supplier reserves the right to charge an out of hours supplement. Any such charge will be notified to the Buyer in advance.
- 13) If the Buyer cancels any contract giving the Supplier less than twenty-four hours notice, the Supplier reserves the right to charge a cancellation fee of 100% of the fees payable under the terms of the contract.
- 14) Copyright in all written and/or audible work created by the Supplier remains the property of the Supplier, unless the Buyer and Supplier have agreed otherwise by way of written contract.
- 15) The Buyer undertakes that they will notify the Supplier if they shall assign, transfer or sell any Contract or benefit to which these Terms and Conditions apply.
- 16) The Buyer warrants and undertakes that: (a) they will be responsible for obtaining and paying for all necessary licences and consents for the use of any copyright material contained in, or the inclusion of any person in their production; (b) No copy will breach the copyright or other right of or be defamatory toward any third party; (c) they will indemnify and keep the Supplier indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use of any copy or matter supplied by the Buyer.
- 17) Prices are quoted net of Value Added Tax (if applicable and unless specifically indicated otherwise) which will be payable at the appropriate rate.
- 18) In the event of any failure by the Buyer to comply with these Terms and Conditions, the Supplier may terminate immediately any licence to the Buyer to broadcast or perform or otherwise exploit the Supplier's work.
- 19) If any provision of these Terms and Conditions is held by any Court or competent authority as invalid or unenforceable in whole or in part the validity of the remainder of these Terms and Conditions and of the remainder of the provisions in question shall not be affected.
- 20) Governing Law: The Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.
- 21) These Terms and Conditions may be varied from time to time and will be communicated in writing.

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