



# TERMS OF BUSINESS

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## 1. DEFINITIONS

The Company: Twentieth Century Video Limited.

The Customer: Any person, film, company, corporation or other body by whom an order for Service (hereinafter defined) is given to the company.

Services: Any processing, video-recording video-playing, editing, titling, transferring, copying or other services carried out by the company.

The Customer's Materials: All negatives, interpositives, prints, video-tapes, cassettes, cartridges, artwork or other materials of any nature provided by the customer to the company in connection with the services.

## 2. APPLICATION OF TERMS

These terms shall apply to all contracts entered into by the Company, and shall not be in any way modified, qualified or negated unless specifically agreed by the Company in writing when accepting an order.

## 3. ORDERS

All orders for services placed with the company are subject to the Company's acceptance.

## 4. CANCELLATION

- (a) If the customer cancels an order after acceptance by the Company, the Company reserves the right, without prejudice to any right of actions against the Customer, to make a charge to cover any expenses and costs incurred by the Company before such cancellation.
- (b) If the Customer's materials are not of the technical standards required by the Company to enable the Company to carry out the services, the Company reserves the right to cancel the contract, and to make a charge to cover any expenses and cost incurred by the Company before such cancellation.

## 5. RATES

- (a) Rates charged for the services will be those stated in the Company's Rate Card, current at the date when the customer submits an order for services. The Company reserves the right to alter the Rate Card without notice.
- (b) All rates quoted on the Rate Card are exclusive of any Value Added Tax which may be chargeable.
- (c) If any of the Customer's materials require preparation by the company before the service can be carried out, the Company reserves the right to make a further charge covering materials and labour involved.
- (d) If the Company gives an estimate, in writing, the Company will honour it, if an order based on such estimate is placed within 14 days. Any estimate given by the Company is subject to any conditions specified in the estimate.

## 6. PAYMENT

- (a) Payment shall be made in full upon presentation of the Company's invoice unless otherwise previously agreed in writing.
- (b) Before placing an order for service, the Customer may apply to become an Account Customer. If the Company accepts such application, payment shall be made within 30 days of presentation of the Company's invoice unless otherwise previously agreed in writing.
- (c) In the event of any payment remaining outstanding for more than 21 days after becoming due, the Company reserves the right to charge interest on the outstanding balance at the rate of 1% per month.

## 7. DELIVERY

- (a) The Company shall be entitled to be reimbursed by the Customer any costs of delivery of goods to the Customer which the Company arranges.
- (b) If the Company arranges for delivery of any goods to the Customer, the risk in such goods shall pass on delivery at the Customer's premises or to his order.
- (c) The property in any goods supplied to the Customer shall pass only when payment for the goods has been made.

## 8. CUSTOMER'S MATERIAL

a) The Customer is advised to fully insure his material against all risks including loss or damage or any possible consequential loss as such cover is not provided by the Company.

(b) The Company shall use all reasonable care in processing, treating, handling and storing of the Customer's materials. However, the Company points out that its charges are not proportionate to the value of the materials to which it is entrusted, or the total sums of money involved in the work on which its clients are engaged; therefore the company shall not incur any liability to the Customer (except as mentioned below) in the event of any loss, damage or expense resulting from error, neglect or omission on the part of the Company. The liability of the Company for any loss or damage, however caused, is limited to the replacement of the material by similar, but unexposed or unused materials.

(c) On completion of the services the Customer shall, if required, remove his materials from the Company's premises within a period of one month. If a Customer fails to do so, the Company shall be entitled to return them to the Customer at his expense and risk.

## 9. LIEN

The company shall have a general lien on the Customer's materials in its possession for the general balance due from time to time by the Customer to the Company.

## 10. CUSTOMER'S LIABILITY

The Customer shall be liable for any personal injury, loss damage, costs or expenses suffered or incurred by the Company, its servants, agents, or sub-contractors, in connection with any order for the service of for the presence on the Company's premises of the Customer, his servants, agents or sub-contractors.

## 11. QUALITY OF WORK

(a) The quality of the services is substantially dependent on the quality of the Customer's materials. The Company shall endeavour to achieve the highest possible standards of work subject to the quality of the Customer's material available, but it does not guarantee to produce any particular standard.

(b) If the Customer makes a complaint in writing within 10 days of the service being completed, and in the opinion of the Company there is a defect which is not attributable to any of the following:

- (i) Defects in or unsuitability of the Customer's materials;
- (ii) The normal loss of quality arising out of any processing work;
- (iii) Damage in transit.

The Company will repair or replace at its own expense any defective material supplied by the Company and if deemed necessary by the Company, will provide the services once more only in accordance with the terms of the original contract at no additional charge.

## 12. SUB-CONTRACTS

The Company reserves the right to sub-contract all or any of its obligations to provide services unless otherwise specified by the Customer.

## 13. DELAY OR FORCE MAJEURE

The Company shall be entitled to cancel any contract if it is prevented or unreasonably delayed from performing it due to strike or lockout, or other reasonable cause outside the control of the Company, and a strike or lockout shall not be deemed to be within its control. The Company shall be under no liability to pay damages or compensation to the Customer in the event of such a cancellation.

## 14. COPYRIGHT AND DEFAMATION

Orders are accepted on the express condition that copyright in the Customer's materials is held by the Customer or that the customer has obtained copyright clearance from the copyright owner and the Customer shall indemnify the Company against any loss, damage costs or expenses suffered or incurred by the Company as a result of any claim for infringement of copyright or defamation in respect of any of the Customer's materials.

## 15. ENGLISH LAW

These terms and any contract for any provision of the services shall be governed by the interpreted in accordance with English Law.