

TERMS AND CONDITIONS

The following terms of business are those under which we offer goods, services and carry out any and all other commercial activities. And on which all Company policies and procedures are based. By commissioning, engaging or otherwise obtaining any kind of service, goods or items from Vacant Square, or attempting to do so, you enter into a contract, which may be written, verbal or implied, the terms of which acknowledge that you have read, fully understand and accept these terms and conditions of business.

1.0 DEFINITIONS

1.1 The terms "we", "us", "our" and "the Company" in this document refer jointly and severally to Vacant Square their agents employees and any person or entity acting with the authority or under the control of Vacant Square.

1.2 The terms "you", "your", and "the client" refer to any person, group, organisation or entity that acts, may act, or enters or may into contract, whether written verbal or implied, to obtain goods or services from Vacant Square.

1.3 The term "conditions" means the terms and Conditions of sale set out in this document and any special terms and Conditions agreed in writing by the Company.

1.4 The term "products" means audio, video, multimedia, photographic, artwork, scripts, schedules, proposals, documents graphic material, intellectual property or other artefact supplied in any form or format whatsoever by Vacant Square.

1.5 The term "rate" means the price relating to the Products and / or services excluding carriage, packing or insurance, and where applicable, VAT.

1.6 The term "project" means the assignment, job or event for which the Company has been enlisted to complete for the Client.

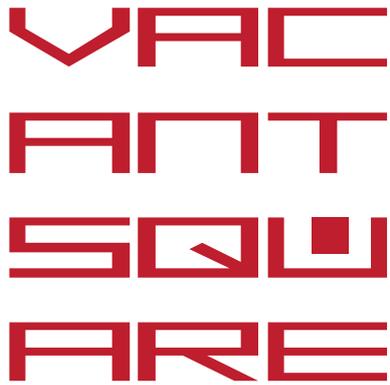
1.7 The term "pre production" means the development of scripts, schedules or such other material or the carrying out of such activities as may be deemed necessary by the Company to facilitate the acquisition of film, video, photographs or other such audio visual material as may form the whole or part of a television programme or other audio or visual or media presentation.

1.8 The term "programme" means a television programme or other audio or visual presentation whether presented on tape, disc, or such other medium or by whatever delivery method or platform as may be appropriate.

1.9 The terms "production" and "filming" mean the acquisition of film, video, photographs or other material as may form the whole or part of a television programme or other audio or visual presentation.

1.10 The term "post production" means the manipulation of film, video, photographs or other material as may form the whole or part of a television programme or other audio or visual presentation.

1.11 The term "working day" means the hours from 9am to 5pm, Monday to Friday inclusive with the exception of Northern Ireland bank, statutory and public holidays, and any day falling between the 22nd of December and 8th of January inclusive.



2.0 GENERAL PROVISIONS

2.1 Any person, group, organisation or entity that acts or may act to obtain goods or services of any kind from Vacant Square enters into a contract with us, which may be verbal, implied or written, and which accepts and agrees to in full and without reservation these terms and conditions of business.

2.2 Where the client is acting as agent or representative of a third party, and obtains the services of Vacant Square on behalf of such a third party, the client shall make available these terms and conditions to that third party and that third party shall be fully bound to them as if they were a part, agent or employee of the client.

2.3 We do not provide production services to private individuals. All transactions are deemed to be on a business to business basis and by placing an order with us you warrant that you are a business or professional buyer of our services.

2.4 Any confidential or proprietary information which is acquired by us from a client, Company, person or entity and is identified or advised as such to us will not be used or disclosed to any person or entity, except when required to do so by law. If required, Vacant Square will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

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

2.6 If a project requires additional content this is, in effect, a contract change. At our discretion an addition may be made to the original project specification and becomes contractually binding under these terms and conditions. Changes to the brief or otherwise that result in additional work being carried out will be chargeable at the relevant daily rate; this shall include the following:

- a. Changes that result from inaccurate or misleading information having been supplied by you in preparation of the brief;
- b. Changes that result from your failure to obtain consent from any third parties or employees necessary in the delivery of the Service;
- c. Changes that result from a significant change to the brief;
- d. Additions to the original brief in the form of extra variations or edits of the originally planned piece such as shorter 'highlights' edits or specific web versions that are not agreed at the outset.

2.7 Either we or the client may terminate the agreement at any time by giving seven days written notice of termination to the other party.



3.0 FEES AND PAYMENT

3.1 For invoices under £1,000 sterling Vacant Square may require payment upon completion of transfer of goods or services to the client.

3.2 For invoices over £1,000 sterling:

3.2.1 Prior to the commencement of any pre-production or other preliminary work a sum equal to 20% of the estimated total invoice must be paid as a deposit and first stage payment. By lodging such a sum with us, whether a written agreement exists or not, you enter into a contract the terms of which expressly acknowledges and accepts these terms of business.

3.2.2 On completion of any pre-production or other preliminary work, and on acceptance of our proposals for production and in any case at least 14 days before the commencement of any production work a stage payment equal to a further 20% of the estimated total invoice together with the cost of all projected third party fees, projected accommodation costs, extraordinary travel costs and other projected outlays must be lodged with us.

3.2.3 Where we judge it appropriate or necessary we may issue, by way of a stage payment, an interim invoice which requires the client's account to be brought up to date. This will apply in particular where some variation of conditions 3.2.1 and 3.2.2 has been tolerated or allowed.

3.4 Vacant Square's fees shall be exclusive of disbursements and expense items related to the agreed project 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, unless otherwise agreed in writing prior to the commencement of the said project.

3.5 We do not offer any form of credit terms. Invoices are due on presentation and you acknowledge that we normally expect them to be settled within 14 days and they are deemed to have become overdue on the 35th day after the date of issue.

3.6 You agree that if payment is not received by us within 35 days of the invoice issue date, we may impose an ongoing administrative service charge in respect of the work we deem necessary to deal with your account.

3.7 Payment to Vacant Square can be made by bank transfer or cheque.

3.8 All cheques must be made payable to Vacant Square.

3.9 No work will be done nor services provided or progressed unless all deposits and required stage payments or interim invoices are in paid in full by the due dates. Where a stage payment or interim invoice becomes overdue we reserve the right to halt any work in progress and immediately hold the client fully liable for any and all work done and/or expenses accrued to that date.

3.10 Package rates and any other discounts or deviation from our standard rates are offered as a privilege and an indulgence on the basis and strict understanding that the client fully meets our terms of business and that they settle their deposit, stage payment, interim invoices and final invoices within the time frames defined by us. Any failure to meet payment deadlines or any other breach of contract of our terms and conditions may result in full rates being applied at the rate in effect at the time of the breach and the withdrawal of any and all discounts.

3.11 When a contract or part thereof is terminated either under the provisions of paragraph 2.7 or otherwise the client will remain liable to pay in full for all work previously undertaken and in progress by Vacant Square. This may include but is not limited to the full cost of standing down personnel, facilities third parties and discharging any and all liabilities in relation to any and all arrangements and agreements that stood under the contract.

3.12 When a contract or part thereof is terminated without due notice or by a breach of these terms of business the client will remain liable to pay in full for all work previously undertaken and in progress by us and additionally all work booked

to take place within seven days of the termination date whether actually carried out or not. This may include but is not limited to the full cost of standing down personnel, facilities third parties and discharging any and all liabilities in relation to any and all arrangements and agreements that stood under the contract.

3.13 The clients must take note of the fact and recognise that Initial deposits are non-refundable and are applied to the full or partial cost of pre-production activities.

3.14 The client must take note of the fact and recognise that stage payments are non-refundable and are applied to the full or partial cost of production activities.

3.15 Any monies other than third party fees that fall due (excluding stage payments) held on account and unused will be returned subject to an 10% administration charge.



4.0 DELIVERABLES, DEADLINES & SCHEDULING

4.1 In all cases but in particular where any agreement requires Vacant Square to work to specific deadlines this will be deemed to include a proviso that the clients will make themselves reasonably available for and responsive to communication with us and our servants or agents as necessary and will not act nor cause or permit any other person or entity to act in any way that might restrict, compromise or affect our ability to meet such deadlines. This includes but is not limited to the client meeting deadlines set by us for the supply of material, provision of services or facilities or response to any query or issue that may arise.

4.2 We 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, police, military or government instruction or action, act of terror, adverse weather conditions, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any party's inability to procure materials or persons required for the performance of the contract. During the continuance of such a contingency the client may, by giving seven days written notice, elect to terminate the contract and pay for work done and materials used to date but subject thereto shall otherwise accept delivery when available.

4.3 We reserve the right to refuse to use, manipulate, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal or unlawfully held.

4.4 We will not be held liable to any party for any errors on any medium after the client has agreed that the content is correct and accurate and should be posted, published or broadcast.

4.5 We will not commence work on any project until a signed purchase order, contract or equivalent signed document has been provided by the client.

4.6 Where the client issues an instruction or otherwise acts in a manner that might require, cause or permit us to breach any law or statute (whether knowingly or unknowingly) then we reserve the right to refuse that instruction.

4.7 No order which has been accepted by the Company may be cancelled by the Client save with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, changes and expenses reasonably incurred by the Company as a result of cancellation.

4.8 The Company draws particular attention to the copyright attached to each and every Product produced by the Company, and unless otherwise expressly stated in writing between both parties, remains in the sole ownership of the Company. Duplication, lending, hiring, public performances, broadcasting, editing and distribution for profit or otherwise is strictly prohibited unless agreed by the Company in writing. Fees determined by the Company may be applicable to the Client should the Client so wish to obtain the full copyright licence for their product. This would effectively transfer rights over to the Client in determining duplication and distribution arrangements of their Product without consequence, restriction or loss.

4.9 Soundtracks used will be a third party cost unless specified otherwise. The copyright for such music is specific to this production and not for re-edits unless expressly agreed with the copyright holder. Details of the chosen track(s) will be provided, but it is the Client's responsibility to obtain and supply the relevant copyright agreements if required when exhibiting the final piece. Disputes arising from copyrighted material to the Company under such circumstances shall be directed towards the Client in the first instance.



5.0 WORKING ON LOCATION

5.1 Normally (where required) Vacant Square will make such arrangements for overnight accommodation as may be necessary, the cost of which will be invoiced to the client. Where this is provided or arranged by the client this must minimally take the form of a single private bedroom, with bathroom for each crew member, and provision for an adequate breakfast and an evening meal.

5.2 A standard working day is 9:00am until 5:00pm with a one hour lunch break and two 20-minute rest breaks. This timeframe is flexible within the range of our normal working hours and can be shifted back or forward one hour as required with no cost penalty. Any extension to the working day, whether formally agreed or not, will be charged at the appropriate hourly rate.

5.3 Normal working hours for field and production crew are 08:00-18:00 Monday to Friday. Crew time is charged from the time of departure from our base in Belfast, or any such temporary base as we may have established, until return to that base. Operation outside normal working hours is charged at enhanced rates on the following scale.

18:01-22:00 Base Rate X 1.5
22:01-00:00 Base Rate x 2.0
00:01-06:00 Base Rate x 2.5
06:01-07:59 Base Rate X 1.5

Weekend rates; applied from 00:00 Saturday until 06:00 Monday.

08:00 -18:00 Base Rate X 1.5
18:01-22:00 Base Rate X 2
22:01-00:00 Base Rate x 2.5
00:01-06:00 Base Rate x 3
06:01-07:59 Base Rate X 2

5.4 Where necessary the client shall provide appropriate security, stewarding and safety arrangements for any production work for which the company provides crew or equipment and such arrangements shall be notified to Vacant Square in writing at least 14 days in advance of travel to any given location. Alternatively Vacant Square may, at its sole discretion and after due consultation with the client make such arrangements subject to their full cost together with administration charges being met by the client at least 14 days in advance of travel.

5.5 The provisioning of production, pre-production and post production services is subject to the use of and adherence to procedures, protocols and documentation that meet acceptable broadcast standards, custom and practice.

5.6 All work will adhere to a production schedule, shooting script, call sheets and running order that (a) are formatted such that they meet an acceptable broadcast standard and (b) have been approved and accepted by Vacant Square.

5.7 All individual shooting locations must be defined, booked and provisioned at least five working days before our production team are due to travel to the first location of any group of locations.

5.8 Where necessary third-parties, presenters, contributors, agencies and other interested bodies must receive copies of the approved production documentation at least five working days before production is due to take place.

5.9 Staff and representatives of Vacant Square are required to comply with any and all health and safety provisions, requirements and instructions issued by the client. The client shall supply details of any special training or requirements in writing at least 14 days before production work is due to commence and shall arrange and meet the full cost (including staff costs) of any special training or equipment that may be needed to meet those special requirements.

5.10 Staff and agents of Vacant Square are required to work with due regard to health and safety at all times. This extends beyond any basic legal requirements to the point where our staff are required to err on the side of caution at all times. They have access to hard hats, High visibility jackets or tabards and first aid kits. All vehicles are fitted with or carry orange safety beacons and fire extinguishers. Whilst it is expected of staff that they will deploy these sensibly as required, the client may at any reasonable time require and request staff to use or carry these if the use of such items is

consistent with the client's health and safety policies or the circumstances otherwise dictate that this is a reasonable request to help safeguard life, limb and property.

5.11 The use of orange safety beacons fitted to motor vehicles is restricted to private land, airports and airfields and while the vehicle is being used for the purpose of inspecting, maintaining, adjusting, renewing or installing video or film apparatus which is in, on, under or over a road, or for any purpose incidental to any such use.

5.12 Vehicles, whether owned and supplied personally by members of our staff, agents or representatives or owned by Vacant Square will not under any circumstances be used in a manner that is or is thought to be unlawful, unsafe or breaches the insurance conditions of that vehicle or any lawful requirement or instruction or provision of any act or law in relation to the construction, use or regulation of Motor Vehicles. Additionally, vehicles which are in any way associated with Vacant Square will at all times be used in a safe, conservative, courteous and responsible manner.

5.13 Vehicles whether owned and supplied personally by members of our staff, agents or representatives or owned by Vacant Square are required at all times to remain within both legal speed limits and those dictated by road conditions. Further, drivers must observe posted traffic regulations, signals and restrictions at all times. Drivers are specifically instructed that when travelling in convoy with or following a client's vehicle to any location they must break convoy rather than break the law or compromise either their own safety or that of others.

5.14 The sole arbiter of what is and is not acceptable in terms of paragraph 5.11-5.13 shall be the driver in charge of the vehicle in question who shall accept and comply fully with any advice, instruction or directive given to them by a police officer, highways authority traffic officer or other legitimate law enforcement officer.

5.15 Vehicles equipped with off-road driving equipment such as, but not limited to, special warning strobes, work lights, film lights, special tyres or wheels, special mounting equipment or platforms are so equipped only for off-road use and drivers are not authorised to use them in any place where their use would breach any law or statute or is not in compliance with any local or national regulation in force at that place. Drivers are required to keep such equipment locked off and/or covered and/or de-rigged as appropriate when travelling on public highways.

5.16 Where local or national authorities or landowners require permits, permission or authorisation to photograph or to shoot film or video footage those requirements will be complied with fully and such permits or permissions as may be required will be obtained a minimum of 14 days before travelling to that location.



6.0 BEFORE, DURING AND AFTER PRODUCTION

6.1 Where any work or facility is booked by the client and that booking is not taken up or the client chooses not to utilise the services of the company then that booking shall remain chargeable unless at least fourteen days of cancellation is given in writing to Vacant Square.

6.2 Further to the provisions of paragraphs 5.5, 5.6, 5.7 and 5.8 All services are subject to the use of and adherence to procedures, protocols and documentation that meet acceptable broadcast standards, custom and practice.

6.3 Your requirements must be clearly defined and fully provided to us in writing a minimum of fourteen days before the commencement of production work and subject only to one set of minor alterations thereafter

6.4 Major alterations or additions to a project, not agreed prior to the commencement of work, or not included in the initial estimates or agreements must be made subject to a further written agreement.

6.5 Rights to utilise any material produced will only be released by Vacant Square once the client has paid all outstanding monies to us.

6.6 Any and all claims must be made in writing to Vacant Square within 7 days of receipt of goods or services. If no claim is made within this period the client is deemed to have accepted the goods and/or services at the agreed price.

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

6.8 Where the client or any person or agency who we have reasonable cause to believe is acting with the client's authority supplies material that is subject to copyright provisions the client warrants that they are a) lawfully able to authorise the proposed use or modification of that material and b) they so authorise that action.

6.9 In the event of any dispute arising with regard to the use of material supplied by the client that is subject to copyright provisions and included in a programme on client instructions the client shall hold Vacant Square harmless and the client will accept full responsibility with respect to the provisions of paragraph 6.8.

6.10 Vacant Square cannot be held liable for loss or damage caused as a result of third party action or failure.