

# TERMS & CONDITIONS OF BUSINESS FOR EFP BOOKINGS



channel 6 television denmark

## GENERAL

For all assignments where another production company or client (hereafter referred to as the Customer) places a booking with Channel 6 Television (hereafter referred to as the Company) for the provision of location filming facilities with crew to fulfil a video shoot assignment, the following terms and conditions shall apply.

## BOOKING

The company accepts written provisional bookings for EFP-assignments, for which no cancellation fee will be charged, provided such cancellation is confirmed by the customer no later than 48 hours before the time at which the Company or its staff would have to leave the Company's main address to travel to the assignment location.

The company cannot guarantee its ability to fulfil the assignment, until a provisional booking becomes a confirmed booking by the receipt by the Company of the Customer's written order confirmation, and the subsequent receipt by the Customer, of the Company's written acceptance of the booking. The Company guarantees however, that in the event of the Company receiving booking requests from a third party, which may conflict with the Customer's provisional booking, that the Company will contact the Customer via the Customer's email address or telephone and offer the Customer first refusal on the booking. Should the Customer not wish to confirm such a provisional booking, the Company is entitled, without liability, to cancel the provisional booking.

## CANCELLATION

A confirmed booking may be cancelled at no cost to the Customer providing such cancellation is received in writing no later than 48 hours before the time at which the Company or its staff would have to leave the Company's main address to travel to the assignment location.

In the event of any cancellation received later than 48 hours before the time at which the Company or its staff would have to leave the Company's main address to travel to the assignment location, the Customer will be liable for a 25% cancellation charge, plus any previously agreed additional costs which the Company has already incurred in relation to its expected fulfilment of the assignment.

For assignments involving additional costs such as but not limited to: accommodation, travel bookings, special equipment hired-in, and freelance staff, the Customer will be liable for any such costs irrevocably incurred by the Company in relation to its expected fulfilment of the assignment, even if the Customer cancels the booking prior to the aforementioned 48 hour deadline, providing that the Company, when accepting the booking, has notified the Customer in writing that such costs shall be subject to this clause as a precondition for acceptance of the booking.

When confirming a booking, the Customer agrees to accept responsibility for the fulfilability of the assignment where such fulfilability is dependent on the Customer's production management, the Customer's client and any to the assignment essential staff, participants or location machinery or arrangements.

Similarly, when placing a booking for a shoot which requires the involvement of the Company at a time outside the Company's control, the Customer accepts responsibility for the prevailing weather conditions at the location, and any impact such conditions may have on the fulfilability of the assignment. Cancellations or delays occurring after the Company's staff have departed from the Company's main address to travel to the assignment location, which are due to factors covered by this and the preceding clause may incur additional labour, facility, material, accommodation, transport or other location costs, for which the Customer will be charged in full.

## EXTENDED RESPONSIBILITY BOOKINGS

Under certain circumstances, the Company may agree to accept a booking on the basis of accepting responsibility for all or part of the risks involved in fulfilling the assignment – such acceptance terms may not be inferred from any standard booking, and will always be subject to a specified written agreement issued by the Company, for which financial consideration will be made when pricing the assignment.

## RATES

Unless otherwise agreed in writing between the Company and the Customer, all bookings will be charged to the Customer in accordance with the Company's rates and prices which are published on the Company's English language website at the time of the booking confirmation. This clause covers all assignment costs for which the Company has published standard rates or provided for the particular assignment specified in writing prior to, the Customer's confirmation of booking.

Unless otherwise agreed in writing between the Company and the Customer, all costs for transport and travel, accommodation, and subsistence will be charged at cost.

Videotape, film and other recording media will be charged according to the Company's current price list.

The Company agrees not to exceed the agreed terms of the booking. In the event of the assignment requiring additional resources for which the Customer could be charged, the Company agrees to consult with the Customer, prior to such costs being incurred. The Customer must ensure that he or his appointed representative may be contacted by the Company at all times during the assignment to facilitate such consultation. In the event of the Company being unable to contact Customer, the Company will cease work on the assignment once the pre-agreed terms of the booking have been fulfilled, unless the Customer has issued express written instructions to the contrary for such an event.

Where applicable under Danish and EU law, VAT will be charged. Customers within the EU, who are registered for VAT shall not be charged VAT providing that they are able to provide a verifiable valid VAT registration number.

## PAYMENT

Payment terms and conditions for customers based in Denmark are subject to the company's Danish language terms and conditions of business.

For customers based outside Denmark, the Company usually requires a 50% deposit on the planned facility and labour costs for the assignment, with the remaining 50%, plus any pre-agreed variable or additional costs to be paid upon completion.

Payment from customers outside Denmark shall be via wire transfer to the Company's bank in the agreed currency. The Customer shall cover all transfer and exchange rate costs of the wire transfer.

The Company usually requires notification of receipt of such deposit – or receipt of a banker's irrevocable confirmation of wire transfer, prior to the Company commencing work on the assignment.

## LOCATION ARRANGEMENTS

Unless otherwise agreed in writing between the Company and the Customer, the Customer shall be responsible for arranging and facilitating all necessary agreements with the location(s) and participant(s) for the Company's the fulfilment of the assignment – including but not limited to rights of access, liaison with location and/or participants, and permissions to record and photograph.

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## LOCATION ARRANGEMENTS (Cont'd)

Prior to the Company's commencement of the assignment the Customer shall supply the necessary contact information to the location and/or participants.

The Company agrees to fulfil the assignment in compliance with applicable laws and any specific safety or health requirements or regulations stipulated by the participant(s) or in force on the location(s).

The Company shall not be liable for any limitation on the scope or extent of the fulfilment of the assignment that is due to the company's compliance with, or observance of Danish law.

The Company agrees to maintain third-party liability insurance in accordance with Danish law.

## THE ASSIGNMENT

The Customer shall provide a written briefing sufficient for the Company to fulfil the assignment. This briefing shall include – where applicable – the following information: the intended purpose of the recordings from the assignment; the identity of the end client; the estimated running time to be covered by the footage resulting from the assignment; any specific content coverage, shots, audio – and where applicable – stills photo requirements, and any relevant instructions regarding subjects, events or content not to be filmed or recorded.

Unless otherwise agreed in writing between the Company and the Customer, the assignment shall be recorded on Digital Betacam in standard definition, 16:9 format, PAL format, and the original recordings shall be delivered to the customer according to the terms agreed in the booking confirmation.

Assignments for which the Company agrees to provide stills photographs to be taken by the videographer will be accepted on the condition that the taking of still-photos is a second-priority to the video shoot, subject to the discretion of the photographer with regard to the limitations of time, opportunity, available light and the goodwill of the participant(s) on location.

The Company will strive to inform the Customer or his appointed representative as aforementioned as to the progress of work on the assignment and any changes to the location conditions, which may influence the Customer's disposition relating to any further instructions to the Company regarding the remainder of the assignment.

The Company's production staff shall undertake a periodic control of the recordings to ensure that they are without technical faults – such control checks shall normally be undertaken once per recorded reel of videotape or once per day, whichever the sooner.

In the event of technical failure due to the Company's production equipment, the company shall do all in its power to mitigate the consequences of such a failure, and if unable to do so, credit the customer for an amount relative to the proportion of the assignment lost. In no event can the Company be liable for any discount or reimbursement that exceeds the Company's agreed facility and labour fees for the assignment.

## COPYRIGHT

Unless otherwise agreed in writing between the Company and the Customer, the copyright of the recordings and where applicable stills photos and the rights to use these is transferred to the Customer upon the Company's receipt of payment in full for the assignment.

The Company agrees to ensure that the recordings and stills photos supplied from this assignment do not contain elements to which there may be attached any third-party copyright or permission of use claims which could limit the Customer's rights to use the material from this assignment for the purpose declared in the Customers briefing to the Company.

## DELIVERY

Unless otherwise agreed in writing between the Company and the Customer, delivery to the Customer of the recordings and still photos from the assignment shall be due upon the Company's receipt of payment in full (or receipt of irrevocable notice of payment transfer having taken place) for the assignment.

The Customer may, at his discretion, request a low-resolution dub copy or timecode burnt-in VHS reference copy of a representative selection of the recordings prior to forwarding the final payment.

Delivery of recordings and any other material covered by the assignment booking shall always be undertaken according to the specific instructions of the Customer, and the cost for such delivery shall be charged in full to the customer.

## SUB-CONTRACTORS

The Company agrees to fulfil the assignment using its own staff (including freelancers) and equipment (including hired-in equipment) and to not sub-contract the assignment to any third party without the express written agreement of the Customer.

## CONFIDENTIALITY

The Company agrees to treat all matters relating to the customer, the Customer's partners or clients, and the participants and owners and operators of the locations involved, which are not matters of public record, to which it gains access in the course of the assignment as confidential and shall not communicate such matters to any third party without the express written permission of the parties involved.

## DEPARTURE FROM THESE TERMS

With the exception of any requirements of Danish laws and regulations, the Company reserves to right to waive or otherwise modify these terms and conditions with respect to any assignment, providing that such waivers or modifications are covered in writing by the booking agreement between the Company and the Customer.

## FORCE-MAJEURE

In the event of force majeure neither the Company nor the Customer can make any claim against the other, as long as the situation of force-majeure prevails.

## CONTRACTUAL JURISDICTION

The Customer agrees that any agreement with the Company pertaining to an assignment shall be subject to Danish law and the decisions of the Danish courts.

Channel 6 Television Denmark  
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