

SATORE STUDIO LTD'S TERMS OF SERVICE

1 DEFINITIONS

In this document the following definitions apply:

- 1.1 "Agreement" means these Terms of Service, together with the terms of any applicable Specification Document;
- 1.2 "Client" means the organisation or person purchasing goods and/or services from the Studio;
- 1.3 "Studio" means Satore Studio LTD, of N001 The Biscuit Factory, 100 Drummond Road, SE16 4DG.
- 1.4 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property;
- 1.5 "Specification Document" means a Statement of Work, Services Agreement Project Financial Breakdown, Quotation or other similar document, verbal agreement or contract describing the goods and services to be provided by the Studio;
- 1.6 "Site" means the site where the supply of goods and associated services are to be carried out; and
- 1.7 "Equipment" means any equipment loaned by the Studio to the Client, for the Client to use as per the agreed terms in the Specification Document.

2 GENERAL

- 2.1 These Terms of Service apply to all contracts for the supply of goods and/or services by the Studio to the Client.
- 2.2 Before the commencement of the services the Studio shall submit to the Client a Specification Document specifying the goods and services to be supplied, schedule to be followed and the price payable. The Client shall notify the Studio immediately if the Client does not agree with the contents of the Specification Document.

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- 2.3 All Specification Documents shall be subject to these Terms of Service.
- 2.4 Where the assigned Specification Document terms and conditions contradict these Terms of Service, the Specification Document terms and conditions supersede these Terms of Service.

3 PRICE AND PAYMENT

- 3.1 Prices quoted are based on equipment availability and are valid for 14 days from when quoted in the Specification Document. Quotes are subject to change following site visits/receipt of additional information.
- 3.2 Where applicable, VAT will be applied to the quotation total.
- 3.3 Full payment by the Client is due a minimum of 5 days in advance of delivery. The Studio shall invoice the Client as per the Specification Document.
- 3.4 If payment of an undisputed amount is not made by the Client by the due date, the Client shall pay the Studio interest at the interest rate of 5% of outstanding monies owed.
- 3.5 If the Client's procedures require an invoice be submitted against a purchase order to payment, the Client is responsible for issuing a purchase order before the goods and/or services are supplied.

4 SPECIFICATION OF THE GOODS

- 4.1 All goods must meet the requirements outlined in the Specification Document only. Good specifications do not include: general descriptions or illustrations in the Studio's marketing literature, or written or oral representations.
- 4.2 The Studio reserves the right to supply equipment of a similar design to the equipment described in the Specification Document.

5 CONFIRMATION OF ORDER

- 5.1 Written confirmation can be received in the form of a purchase order, signed contract or e-mail agreement. This will be taken as confirmation the client is accepting the quote, payment terms, cancellation policy and the Agreement terms and conditions, to form a legally binding agreement.

6 DELIVERY

- 6.1 The time for delivery is set out in the Specification Document. The Studio will deliver the work to the in the agreed file format. If the client only requests footage, the work will be delivered to the client in its raw format.
- 6.2 The Studio will retain the work for 5 days after the work has been delivered to the client, unless otherwise agreed in the Specification Document. If the client has issues, they must contact the Studio within this period to resolve any issues.

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7 CLIENT`S OBLIGATIONS

- 7.1 To enable the Studio to perform its obligations under the Agreement, the Client shall:
- 7.1.1 co-operate with the Studio;
 - 7.1.2 provide the Studio with any information reasonably required;
 - 7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services. This includes obtaining the appropriate PPL and PRS for Music (formally MCPS-PRS) licenses prior to the use of any copyright material; and
 - 7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 7.2 The Client shall be liable to compensate the Studio for any expenses incurred by the Studio as a result of the Client's failure to comply with Clause 7.1.
- 7.3 In the event the Client or any third party, not sub-contracted by the Studio, omits or commits anything preventing the Studio from complying with any of its obligations under the Agreement, the Studio shall notify the Client as soon as possible and:
- 7.3.1 the Studio shall have no liability in respect of any delay to the completion of any project;
 - 7.3.2 if applicable, the timetable for the project will be modified accordingly; and
 - 7.3.3 the Studio shall notify the Client if it must claim for additional costs.

8 CONFIDENTIALITY AND SAFEGUARD OF PROPERTY

The Client and the Studio respectively agree to keep in confidence and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of the Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation.

Such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. The Client and the Studio will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither the Studio nor the Client will be responsible for any loss or damage.

9 ALTERATIONS TO THE SPECIFICATION DOCUMENT

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The Specification Document can be modified by a writing signed by both parties. Where one party gives written notice requesting alteration to the Specification Document, the other party must provide written agreement to these alterations within 5 days.

10 INDEMNIFICATION

- 10.1 The Studio agrees to indemnify and hold the Client harmless with respect to any claims or actions by third parties against the Client based upon material prepared by the Studio, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by the Client to the Studio.
- 10.2 The Client agrees to indemnify and hold the Studio harmless with respect to any claims or actions by third parties against the Studio based on materials furnished by the Client or where material created by the Studio is substantially changed by the Client. Information or data obtained by the Studio from the Client to substantiate claims made in advertising shall be deemed to be “materials furnished by the Client.” The Client further agrees to indemnify and hold the Studio harmless with respect to any death or personal injury claims or actions arising from the use of the Client’s products or services.

11 LIMITATION OF LIABILITY

- 11.1 Except in respect of death or personal injury due to negligence, for which no limit applies, the entire liability of the Studio to the Client in respect of any claim or breach of the Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Client to which the claim relates.
- 11.2 In no event shall the Studio be liable for any loss of business, loss of opportunity, loss of profits or for any other indirect or consequential loss or damage to the Client. This shall apply even where such a loss was reasonably foreseeable or the Studio had been made aware of the possibility of the Client incurring such a loss.
- 11.3 Nothing in the Agreement excludes or limits the Studio’s liability for death or personal injury resulting from the Studio’s negligence or that of its employees, agents or subcontractors.

12 TERMINATION

- 12.1 Either party may terminate the Agreement by notice in writing to the other if:
 - 12.1.1 the other party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

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- 12.1.2 the other party commits a material breach of the Agreement which cannot be remedied under any circumstances;
 - 12.1.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - 12.1.4 the other party ceases to carry on its business or substantially the whole of its business; or
 - 12.1.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
 - 12.1.6 the other party commits any other material violation of the Agreement, including any act exposing the other party to liability to others for personal injury or property damage.
 - 12.1.7 either party gives 30 days' written notice to the other party of the intent to terminate.
- 12.2 In the event the Client unlawfully terminates the Agreement, the Client shall be required to pay to the Studio the full amount of all costs, including any third party costs to which the Studio has committed. The Client's failure to comply with any obligations under Clause 7.1 shall be deemed a termination of the Agreement and subject to the payment of the damages set out in the Agreement.

13 CANCELLATION POLICY

- 13.1 The Studio reserves the right to charge, at their discretion, the following amounts upon cancellation of the project by the Client:
- 13.1.1 If cancelled less than 60 days before the delivery date, the Studio will retain any non-refundable amounts previously paid by the Client.
 - 13.1.2 If cancelled less than 14 days before the delivery date, the Client will pay 100% of the project total due.

14 LOSS, DAMAGE AND INSURANCE

Where the Studio has supplied the Client with Equipment, for the Client to use according to terms in the Specification Document, the following applies:

- 14.1 In the event of any loss or damage to the Equipment, the Client shall pay for its replacement, or the cost of restoring it to good working order, or allow the Studio or its agent to carry out such work at the Hirer's expense.

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- 14.2 The Client shall, during the loan period, keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including third party risks). The Client shall notify its insurers the Equipment is on hire from the Studio and request the insurers endorse a note of such interest on the policy, naming Satore Studio LTD as loss payee. The Client shall, on demand, show the Studio the policy, the premium receipts and insurance certificate and shall not do or allow to be done any act or thing whereby the insurance may be invalidated.
- 14.3 Where any event or accident shall occur which is a risk covered by the Client's insurance hereunder, the Client shall immediately notify the Studio thereof. The Client shall hold any monies received by the same as the Studio directs.

15 DATA PROTECTION

- 15.1 The Studio's lawful basis for processing the Client's data is a legitimate interest, for the purpose fulfilling the Agreement. The Studio will only share the Client's data with the Studio staff directly involved in fulfilling the Agreement and the Studio's Data Officer.
- 15.2 The Studio will not share a Client's data with third parties without their consent.
- 15.3 The Client has the right to request from the Studio the data the Studio holds on them. The Client has the right to rectify the data if it is found to be incorrect.
- 15.4 The Studio expects the client to provide the Studio with their privacy notice, outlining how the Client will process the Studio's data. Where the two notices differ significantly, clarification of the data policy, as it applies to the work conducted under the Agreement, will be included in any Specification Document.

16 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from, or arising as a result of, the performance of the Agreement shall, so far as not already vested, become the absolute property of the Studio and the Client shall do all that is reasonably necessary, by the execution of appropriate instruments or the making of agreements with third parties, to ensure such rights vest in the Studio.

17 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to: acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services.

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The party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

18 INDEPENDENT CONTRACTORS

The Studio and the Client are contractors independent of each other and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Studio may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Client and such engagement shall not relieve the Studio of its obligations under the Agreement.

19 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under the Agreement, without the prior written consent of the Studio.

20 SEVERABILITY

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

21 WAIVER

The failure by either party to enforce at any time, or for any period, any one or more of the terms and conditions of the Agreement, shall not be considered a waiver of the terms and conditions or a waiver of the right at any time subsequently to enforce all terms and conditions of the Agreement.

22 NOTICES

Any notice may be served by email, fax, personal service or by post. If sent by email it shall be deemed to be received on the day it was sent. If sent by fax it shall be deemed to be served on receipt of an error free transmission report. If given by letter, it shall be deemed to have been served at the time the letter was delivered personally or, if sent by post, shall be deemed to have been delivered in the ordinary course of post.

23 ENTIRE AGREEMENT

The Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in the Agreement, the Agreement may be varied only by a document signed by both parties.

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24 NO THIRD PARTIES

Nothing in the Agreement is intended to, nor shall it, confer any rights on a third party.

25 RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the jurisdiction of the contract. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in England and Wales. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

26 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts. Any disputes related to the Agreement (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales, unless the Specification Document determines otherwise.