



Goldcrest Post Productions Facilities Limited (“**Goldcrest Post**”)
1 Lexington Street, London W1F 9AF
Tel: +44 (0)20 7437 7972

Terms and Conditions for the Provision of Services by Goldcrest Post

The following contains Goldcrest Post’s Terms and Conditions of business and sets out the legal details between Goldcrest Post and its customers.

If you have any questions please let us know.

1 Interpretation

1.1 In these general terms and conditions of business (the “**General Terms**”) the following words and phrases shall have the following meanings:

Acceptance: means the Customer’s acceptance of a Quote, which acceptance may be communicated to the Company in any or all of the following ways: (i) verbally; (ii) in writing; (iii) by submitting a separate purchase order; and/or (iv) by delivering or otherwise making available Customer’s Materials to the Company;

BACS: means Bankers’ Automated Clearance Services;

the Company: means Goldcrest Post Production Facilities Limited (reg number 02697403) whose registered office is at 1st Floor, Sackville House, 143-149 Fenchurch Street, London EC3M 6BN, and shall include any subsidiary (the word subsidiary bearing the meaning assigned to it in section 1159 of the Companies Act 2006) or associated company of Goldcrest Post Production Facilities Limited and shall also include all its successors in title and assigns;

the Customer: means the person, firm, company or other body who purchases the Services from the Company in accordance with these General Terms;

the Customer’s Materials: means all goods and other physical or digital materials supplied by or on behalf of the Customer to the Company in connection with the Services;

the Charges: means the fees payable by the Customer to the Company for the Services in accordance with the Order and clauses 3 and 7 of these General Terms;

Due Date: means the date for delivery by the Company to the Customer of the Works as set out in the Order;

Intellectual Property Rights: means patents, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order: means the Customer’s Acceptance of a Quote;

Quote: means a detailed plan setting out the Services, together with the applicable Charges for such Services;

the Rate Card: means the list of charges for the Services of the Company which is available from the Company upon request, as amended from time to time;

the Services: means any work or process carried out by or on behalf of the Company for the Customer including, without prejudice to the generality of the foregoing, post production services and the hiring of studios and/or theatres and/or cutting rooms owned or operated by the Company, as more particularly described in the Quote;

the Works: means the goods and/or materials provided by the Company to the Customer as a result of providing the Services, which may typically comprise a master for theatrical or broadcast distribution in the form of a Digital Cinema Package and/or full print.

1.2 Unless otherwise expressly agreed in writing by the Company, these General Terms shall govern the provision of all and any Services by the Company to the Customer and shall be deemed to be incorporated in all Quotes and/or Orders, and acceptance by the Customer of any Quote shall be deemed to constitute acceptance of these General Terms.

1.3 Neither the Company nor the Customer may waive, vary, qualify or amend these General Terms in any manner whatsoever unless such waiver, variation, qualification or amendment has been agreed between the Company and the Customer in writing and signed by the Head of Production or Director on behalf of the Company.

2 Quotations and Orders

2.1 Upon receipt by the Company of a written request from the Customer for the provision of Services, together with sufficient information to enable the Company to prepare a Quote, the Company will provide the Customer with a Quote for the Services requested.

2.2 The Acceptance by the Customer of a Quote, together with the submission of a valid purchase order by the Customer to the Company, shall constitute a binding agreement between the parties on and subject to these General Terms.

2.3 All Quotes are given on the basis of information and requirements provided by the Customer. A Quote is valid for 30 days only from the date of the Quote unless previously withdrawn or otherwise stated on the Quote.

2.4 Responsibility for completeness and accuracy of any Order and Quote (including the type of Services, the preferred delivery date, deliverables, and point of delivery) rests with the Customer.

3 Charges

3.1 The Charges for the Services provided by the Company (unless otherwise stated in writing) will be calculated in accordance with the Rate Card current at the date of the Quote

unless otherwise agreed in writing or as modified pursuant to this clause 3.

3.2 Unless otherwise stated in writing, the Charges are exclusive of delivery (including, but not limited to, courier and taxi charges, or secure digital delivery), freight and insurance charges, VAT and other applicable taxes, duties or levies of any kind whatsoever (each an “Expense” and together the “Expenses”), all of which are payable by the Customer in addition to the Charges.

3.3 If the Company's staff are required to provide the Services outside of normal office hours, or if required to provide the Services through their lunch break, food will be provided. The cost of providing this food will be treated as an ‘Expense’ for the purposes of these General Terms.

3.4 If there occurs, before completion of the Works, any increase, for any reason beyond the control of the Company, in the cost to the Company in supplying the Services (including, but not limited to, a change in the exchange rate or prices charged by the Company's suppliers), or in the event that the Company agrees the Customer modifying the terms of any Order, the Company shall be entitled, upon written notice to the Customer, to adjust the Charges by a reasonable amount to take account of any such cost increases in supplying the Services.

3.5 The Charges may be subject to a modification (the Client will be informed of such modifications to the applicable charge as soon as reasonably practiceable) in any of the following circumstances:

3.5.1 in the event of Customer omissions or errors in the information supplied by the Customer to the Company and which formed the basis on which the Quote was provided; and

3.5.2 any extra costs incurred by the Company due to the unsuitability of the Customer's Materials for the provision of the Services.

3.6 If the Customer is granted a discount, the Company reserves the right, which shall be in its absolute discretion, to withdraw such discounts and charge the full amount in accordance with the Rate Card current at the time of the relevant Order (subject to any increase under clause 3.4), should the Company's payment terms not be met.

4 Agents Acting on Behalf of Third Parties

4.1 It is a condition of each Order that:

4.1.1 the Customer enters into the Order as a principal and not as an agent for any other person, firm, company or other body;

4.1.2 the Customer has obtained all rights, licences, permissions and consents necessary for the Services to be provided; and

4.1.3 the Company is entitled to rely on instructions given to it by the Customer or purportedly on its behalf including by its instructing third party.

5 Cancellation Policy

5.1 Weekly Bookings

5.1.1 Any booking for Services made by the Customer initially has “Pencil Booking” status. The Customer will be informed of their pencil position by the Company when their booking is made. A Customer with a “First Pencil” will be considered to have the priority position by the Company, followed by Second Pencil, etc. At any time a Customer can “Confirm” their Pencil Booking if in First Pencil position for the time they have booked. Where a Customer has a Pencil Booking which is not in First Pencil position, that Customer may challenge those pencils with priority over theirs. The challengee must respond within 24 hours (excluding weekends) of a challenge to their Pencil Booking. The Company reserves the right to award the time allocated in a Pencil Booking to the challenger should the Customer not be in a position to Confirm their own Pencil Booking, or if they fail to respond within the 24 hour period. Customers may only challenge if they are ready to Confirm their booking. A booking is considered “Confirmed” once it has successfully completed the challenge process. The Customer must provide a purchase order within 48 hours of a booking being Confirmed.

5.1.2 For the purposes of this clause 5.1, a booking for one or more weeks (as specified in the relevant Order) shall be considered to be a single booking and cannot be cancelled on a week by week basis.

5.1.3 Where a booking is not yet Confirmed and has Pencil Booking status, any cancellation by the Customer of a booking for Services is subject to the payment by the Customer to the Company of the following cancellation fees:

5.1.3.1 If cancelled on provision by the Customer to the Company of 7 days' notice or less from the date on which the booking was due to commence (“Commencement Date”), the Customer shall pay to the Company 100% of the Charges;

5.1.3.2 If cancelled on provision by the Customer to the Company of between 8 and 14 days' notice from the Commencement Date the Customer shall pay to the Company 75% of the Charges;

5.1.3.3 If cancelled on provision by the Customer to the Company of between 15 and 21 days' notice from the Commencement Date the Customer shall pay to the Company 50% of the Charges;

5.1.3.4 If cancelled on provision by the Customer to the Company of between 22 and 28 days' notice from the Commencement Date the Customer shall pay to the Company 25% of the Charges;

5.1.3.5 If cancelled on provision by the Customer to the Company of 29 days' notice or more from the Commencement Date, the Customer shall pay to the Company 0% of the Charges.

5.1.4 Where a booking is Confirmed, any cancellation by the Customer of a booking for Services is subject to the payment by the Customer to the Company of 100% of the Charges.

5.2 Daily and Hourly Bookings where the Order is for no more than a 24 hour period.

5.2.1 For the purposes of this clause 5.2, a booking for one or more hours or days (as specified in the relevant Order) shall be considered to be a single booking. Any cancellation by a Customer of a booking for Services shall be subject to payment by the Customer to the Company of the following cancellation fees:

5.2.1.1 If cancelled on provision by the Customer to the Company of less than 48 hours' notice from the Commencement Date, the Customer shall pay to the Company 100% of the Charges;

5.2.1.2 If cancelled on provision by the Customer to the Company of between 48 and 72 hours' notice from the Commencement Date, the Customer shall pay to the Company 50% of the Charges;

5.2.1.3 If cancelled on provision by the Customer to the Company of more than 72 hours' notice from the Commencement Date, no Charges shall be payable by the Customer to the Company.

5.3 All cancellations made by the Customer pursuant to clauses 5.1 and 5.2 above must be made in writing and sent by email to productionuk@goldcrestfilms.com copying in the Customer's contact at the Company.

5.4 Any cancellation by a Customer of all and any Services other than those specifically referred to at clauses 5.1 and 5.2 above shall be subject to payment by the Customer to the Company of all Charges which would otherwise have been payable in respect of those Services, together with all and any Expenses incurred by or on behalf of the Company in respect of those Services.

5.5 If in the opinion of the Company, whose decision shall be final and binding upon the Customer, the Customer's Materials are not of the necessary technical standard to enable the Company to provide the Services, the Company may cancel the provision of the Services and the Customer shall pay to the Customer (i) a sum equal to 100% of the Charges due under the relevant Order; (ii) all and any Expenses already incurred by the Company in relation to the relevant Order; and (iii) all and any costs incurred by the Company in determining that the Customer's Materials are not of the necessary technical standard (which costs shall be treated as an Expense for the purposes of these General Terms).

6 Delivery and Acceptance

6.1 The Company will use reasonable efforts to perform the Services by the Due Date.

6.2 In the event that the Customer does not provide the Customer's Materials by the dates specified by Company, the Due Date shall be extended to reflect the delay in the provision by the Customer to the Company of the Customer's Materials.

6.3 The Company will use reasonable commercial endeavours to perform the Services by the Due Date but shall be under no obligation to and any failure by the Company to perform the Services by the Due Date shall not be considered a breach of these General Terms.

6.4 In the event that the Customer fails to deliver the Customer's Materials to the Company by the dates specified by the Company, and if the Customer requests that the Works be delivered prior to the Due Date as extended in accordance with clause 6.2 above, the Customer hereby agrees that Company

gives no warranty that the Services or the Works will materially correspond with the Services requested by the Customer as set out in the Order and shall not be liable for any failure or non-performance and, further, the Customer waives its right to inspection as set out in clause 6.6 below.

6.5 Risk in any physical Works shall pass to the Customer on delivery.

6.6 Upon delivery of the Works to the Customer, the Customer shall inspect the Works and each part thereof in accordance with these General Terms and shall notify the Company in writing immediately if a defect exists, whereupon the Company shall, as the Customer's exclusive remedy, correct and redeliver the Works (or applicable part thereof) to the Customer as soon as reasonably practicable. If the Customer does not notify the Company of any errors in the Works within 10 working days following delivery by the Company of such Works to the Customer then the Customer shall be deemed to have accepted the Works.

6.7 If the Works fail, are defective or do not comply with the warranties:

6.7.1 the Customer shall notify the Company immediately in writing on discovery of such defect or failure and in any case within 10 working days of delivery of the relevant Works, setting out details of the problem, the Works affected and the Order number and shall take any measures which the Company reasonably requests to prevent further problems or to minimise damage to the relevant Works; and

6.7.2 the Customer shall (if the Company so requests) return the Works to the Company or its nominated representative (and the Company shall pay the reasonable costs of the return transport provided that it has been given prior notice of, and agreed to, such costs, such agreement not to be unreasonably withheld or delayed).

6.8 The Company shall not be liable to the Customer for claims attributable to any of the following:

6.8.1 defects in the Customer's Materials;

6.8.2 normal loss of quality attributable to any transfer process;

6.8.3 damage in transit; or

6.8.4 misuse of Customer's Materials other than by the Company or its agents or sub-contractors.

6.9 Unless otherwise agreed in writing by the Company, delivery of the Works shall be deemed to take place:

6.9.1 on despatch to the Customer, or collection by the Customer, from the Company's premises, or

6.9.2 where such Works are required to be retained by the Company for a period of time after their completion, on notification by the Company to the Customer that the Works have been completed, whichever is the earlier.

6.10 Collection and/or delivery of the Works by the Company shall be the Customer's responsibility and at the Customer's risk. If the Company agrees to arrange packaging and transport it does so as the Customer's agent and the Customer shall

reimburse the Company in full for all and any costs incurred by the Company in connection with such package and/or delivery, plus a reasonable service charge, within 28 days of receipt by the Customer of an invoice for such costs.

6.11 If the Customer fails to take delivery of the Works within 21 days of written notification by the Company to the Customer of completion of the Services, the Company shall be entitled, in its absolute discretion, to charge a reasonable sum for storage of such Works without prejudice to any other claims which it may have against the Customer.

6.12 Dates for the completion of the Services and delivery of the Works by the Company to the Customer are indicative only and time of completion and delivery shall not be of essence. The Company shall use reasonable endeavours to complete and deliver the Works as soon as reasonably practicable and to inform the Customer if there may be any delays in completion and/or delivery of the Services and/or Works. The Company shall not be liable to the Customer for any losses suffered by the Customer as a result of the Services not being completed by the Due Date or for late delivery of the Works.

6.13 Where the Services and/or Works are to be delivered in instalments (as specified in the Order or as otherwise agreed in writing with the Customer), each delivery shall constitute a separate Order and failure by the Company to deliver any one of the instalments in accordance with the Order shall not entitle the Customer to treat any other Order with the Company as repudiated.

7 Payment and Delivery

7.1 Payment shall be made in Pounds Sterling by BACS to such bank account as the Company may from time to time notify the Customer in writing.

7.2 Payment for all other Charges, Expenses and other sums due to the Company shall be made by the Customer to the Company in full upon delivery by the Company to the Customer of the completed Works unless otherwise agreed by the Company in writing, provided always that the Company may withdraw its agreement to accept payment on alternative terms in its absolute discretion.

7.3 Where any sum or sums remain due to the Company for a period of **21 days** from the due date for payment then the Company may charge interest at the rate of **8%** per annum above the base rate of the Bank of England calculated on a daily basis from the date the payment became due until the date the payment is made, whether before or after judgement, and any late payment fee that may be payable in accordance with the Late Payment of Commercial Debt directive.

7.4 Until the payment of all Charges and other sums due under the Order the Company shall have a general lien of any property of the Customer in its possession including, but not limited to all Customer's Materials and the Works for such monies due.

7.5 Title to the Works shall not pass or vest in the Customer until the receipt by Company of the Charges due to it from the Customer in respect of the relevant Order.

8 Customer's Materials

8.1 Where the Company uses the Customer's Materials for the provision of Services the Customer warrants that:

8.1.1 the Company's use of the Customer's Materials will not give rise to any breach of any Intellectual Property Rights or other proprietary interest of any third party;

8.1.2 the Customer's Materials are free from and do not contain any matter which is defamatory of any person, obscene, criminal or actionable in any manner whatsoever by a third party giving rise to any liability on the part of the Customer or the Company; and

8.1.3 the Customer's Materials are, for the period during which they are in the custody, possession or power of the Company or its sub-contractors, insured in accordance with clause 8.6.

8.2 The Customer shall fully indemnify the Company or (where relevant) its sub-contractor against all costs, claims, demands, actions, proceedings, damages, fees (including legal fees and expenses), losses and expenses of whatsoever nature arising out of or ancillary to any claim made by any person, firm, company or other body relating to the matter contained in the Customer's Materials howsoever arising or in relation to any claim for infringement of any third party's Intellectual Property Rights or other proprietary rights arising from by the Customer's Materials.

8.3 All and any of the Customer's Materials that require preparation by the Company before use for inclusion in the Works or use in the Services will be subject to an additional charge covering the time and labour involved in such preparation, which additional charge shall be treated as an 'Expense' for the purposes of these General Terms.

8.4 The Customer acknowledges that it is responsible for the Customer's Materials at all times, including (for the avoidance of doubt) during the period in which the Customer's Materials are within the Company's or its sub-contractor's control, custody or power.

8.5 The Customer further acknowledges that, in particular, the Customer is responsible for any electrical equipment included in the Customer Materials, and used at the Company's premises in relation to the Services and the Works, and that the Customer, and not the Company, shall be liable for any damage caused to such equipment.

8.6 The Customer further acknowledges that it is responsible for ensuring that the Customer's Materials are at all times covered by an adequate policy of insurance against loss, damage or destruction by fire, theft or flood to the Customer's Materials full value and in respect of any consequential or indirect losses which may be suffered by the Customer and in respect of any loss or damage that may be suffered by the

Company caused by or in connection with the Customer Materials.

8.7 The Customer agrees that it shall be solely responsible for assessing the sufficiency of the insurance policy/policies referred to in clause 8.6 above.

9 Library Services

9.1 Subject to clauses 8 and 12, the Company may agree to hold the Customer's Materials and/or the Works at the Company's premises. The Company may terminate any such agreement and require the Customer to take delivery of the Customer's Materials and/or the Works at any time.

9.2 If the Company agrees to hold the Customer's Materials and/or Works pursuant to clause 9.1 above, the Company will do so for a period of 3 months from the date when they are last used, or otherwise required, by the Company, subject (after that period) to the Company's right to sell or otherwise dispose of the Customer's Materials and/or the Works if:

9.2.1 the Customer fails to take delivery of the relevant Customer's Materials and/or Works when required to do so by the Company; or

9.2.2 the Company is unable to trace or communicate with the Customer for the purposes of instructing the Customer to take delivery of the relevant Customer's Materials and/or Works.

9.3 For each item of the Customer's Materials and/or the Works held by the Company in accordance with clauses 9.1 and 9.2, the Company reserves the right to charge, at such rate as specified in the Rate Card for the storage, backup and retrieval of the Customer's Materials and/or the Works, which charge shall be treated as an Expense.

10 Company Warranties

10.1 The Company warrants to the Customer that the Services:

10.1.1 shall be carried out with reasonable skill and care; and

10.1.2 will materially correspond (subject to clause 2.4 above) with the Services requested by the Customer as set out in the Order.

10.2 Catalogues, leaflets and other literature and verbal statements issued by the Company from time to time do not form part of these General Terms nor part of any Quote or Order nor are they a representation made by or on behalf of the Company but are merely an indication of the matters referred to therein.

11 Indemnity

11.1 The Customer shall keep the Company fully and effectually indemnified against all costs, claims, demands, expenses (including legal fees and expenses) and liabilities of whatsoever arising, including, without limitation, claims for consequential or indirect loss and loss of profit which may be made against the Company or which the Company may sustain, pay or incur arising out of or in connection with the Customer's failure to comply with these General Terms and/or to ensure

that any third party to whom any Services have subsequently been supplied so complies.

12 Limitations of Liability

12.1 The Company's liability for any loss or damage direct or otherwise and howsoever caused whether in tort (including negligence), contract or otherwise shall not exceed an amount equal to the total Charges received by the Company from the Customer in respect of the Services at such time as the liability arises.

12.2 The Company shall not be liable to the Customer, whether in tort (including negligence), contract or otherwise for any loss of profit, indirect or consequential loss or damage or loss of data whether or not notified of the possibility of such loss or damage arising.

12.3 When instructions or advice are given or received orally to or by the Company, the Company shall have no liability to the Customer for any misunderstanding or representation which may arise in relation thereto except in relation to fraudulent misrepresentations.

12.4 In the event that the Works contain software the Company does not warrant or represent that the Works will be virus, bug or error free or will be compatible with all hardware devices for which they are designed.

13 Default and Customer Insolvency

13.1 In the event that:

13.1.1 there is any default or breach by the Customer of any of its obligations under these General Terms, including without limitation any failure, or evidence that the Customer is unlikely, to make payments due under any Order to which these General Terms apply;

13.1.2 the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or if any petition or receiving order is presented or made against the Customer or if any order, resolution or petition to wind it up shall be passed or presented or a receiver, manager or administrative receiver of all or any of its assets shall be appointed, or if the Customer becomes insolvent or undergoes any similar or analogous process in any jurisdiction; or

13.1.3 the Customer's ability to carry out its obligations under these General Terms is prevented or hindered or substantially interfered with for any reason (whether or not in control of the Customer), then the Company shall be entitled to:

13.1.4 refuse to provide any Services agreed to be supplied, including cancelling any outstanding delivery or stopping any on-going Services; and/or

13.1.5 cancel or suspend any Order to which these General Terms apply (either in whole or part) by notice in writing to the Customer; and/or

13.1.6 terminate all and any Orders with immediate effect by written notice to the Customer.

13.2 In the event that the Company exercises any of its rights under clauses 13.1.4 to 13.1.6, and without prejudice to any other remedies the Company might have, all and any

outstanding unpaid invoices rendered by the Company to the Customer in respect of the Services shall become immediately payable by the Customer and all and any Charges, Expenses or other payments payable by the Customer to the Company in respect of Services ordered by the Customer prior to the Company's exercise of such rights, but for which an invoice has not been submitted, shall be payable immediately upon submission of an invoice by the Company to the Customer.

13.3 In the event any Order to which these General Terms apply is terminated or cancelled by the Company under clauses 5 or 13, the Customer shall indemnify the Company against all losses (including legal expenses) incurred by the Company arising out of such cancellation or termination. Such losses shall be deemed to include loss of profits, the cost of work in progress, labour costs and the cost of any materials or components purchased by the Company, or equipment booked or prepared, for use in connection with providing the Services to the Customer which were not so used and which the Company will be unable to use in the future in the provision of any other services.

13.4 Termination of any Order to which these General Terms apply shall be without prejudice to any rights accrued in favour of either party prior to the date of such termination.

13.5 In the event of termination of any Order the Company shall be entitled to withhold delivery of any Works and retain Customer Materials until payment by the Customer to the Company of all Charges, Expenses and other payments due by the Customer to the Company.

14 Intellectual Property

14.1 As between the Customer and the Company, all Intellectual Property Rights and all other rights in the Customer's Materials shall be owned by the Customer.

14.2 Subject to payment by Customer to the Company of all Charges, Expenses and other payments due to the Company pursuant to an Order, the Company hereby assigns to the Customer all rights (including Intellectual Property Rights) in the Works to which that Order relates (subject to clause 18.2 below).

15 Sub-contracting

15.1 The Company reserves the right to sub-contract at its discretion and without notice to the Customer.

15.2 In the event that the Company retains the services of a third party for or on behalf of the Customer for the provision of the Services and/or Works, the Customer accepts, subject to any written agreement to the contrary between the Customer and the Company, that the Company is in that situation acting as an agent for the Customer.

15.3 The Company shall be entitled to charge an agency fee to the Customer for the procurement by the Company of such third party and this shall be additional to the Charges due under any Order.

15.4 Customer accepts that the liability of the Company for the provision of such third party services is limited to a maximum value defined as equal to the commission due to Company as Customer's agent.

16 Set-Off

16.1 The Customer shall not be entitled to make any deduction from any payment due to the Company in respect of any set off or counter-claim, unless expressly agreed in writing by the Company.

17 Assignment

17.1 The Customer may not assign or transfer or purport to assign or transfer its rights under these General Terms and/or any Order or the benefit thereof to any person, without the prior written consent of the Company (such consent not to be unreasonably withheld).

18 Credits

18.1 The Customer shall ensure that Company is given screen credits in respect of the Works and the Services in a form approved in advance by the Company in writing and in accordance with the accepted industry practice.

18.2 Once the Works are in the public domain the Customer hereby grants to the Company a perpetual royalty free licence to refer to the Customer and the Works and to use such parts of the Works as reasonably required to promote or advertise the Company's business.

19 Force Majeure

19.1 The Company shall not be liable to the Customer as a result of any delay or failure to perform its obligations under any Order and/or these General Terms if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of Company which by its nature could not have been foreseen by the Company or if it could have been foreseen was unavoidable ("**Force Majeure**").

19.2 If the event of Force Majeure continues for a period of more than (30) days, both the Customer and the Company shall have the right on giving written notice to the other to terminate any Order to which these General Terms apply.

20 Confidentiality

20.1 The Customer shall at all times use its best endeavours to keep any confidential information relating to (i) the Services; (ii) the Works; (iii) the Company's business; and/or (iv) the Company's customers (including (but not limited to) all and any materials or information relating to the Company's customers and/or any projects in which the Company's customers are involved,) confidential, whether such information is disclosed to it by the Company or whether it comes to the Customer's knowledge by other means and whether or not it is expressly stated to be confidential or marked as such, and not to disclose it to any other person and shall not use any such confidential information for any purpose other than the performance of its obligations under these General Terms provided that this

restriction shall not extend to any confidential information which:

- 20.1.1 the Customer is required to disclose to any governmental or other authority or regulatory body;
- 20.1.2 is at the date of the Order to which these General Terms apply, or becomes thereafter, public knowledge through no fault of the Customer; or
- 20.1.3 can be shown by the Customer, to the reasonable satisfaction of the Company, to have been known to the Customer prior to its being disclosed to the Customer by the Company.

21 General

21.1 Except in so far as the context otherwise requires, each provision herein shall be construed as independent of every other provision, and if any provision hereof is or becomes partially or totally invalid or unenforceable then the validity and enforceability of the remaining provisions shall not be affected.

21.2 Waiver and cumulative remedies:

21.2.1 A waiver of any right under these General Terms is only effective if it is agreed between the parties in writing and shall not be deemed to be a waiver of any subsequent breach or default by either party to these General Terms. No failure or delay by a party in exercising any right or remedy under these General Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.2.2 Unless specifically provided otherwise, rights arising under the Order are cumulative and do not exclude rights provided by law.

21.3 These General Terms and all applicable Orders constitute the whole agreement and understanding between the parties relating to the provision of Services by the Company to Customer and supersede all prior discussions and agreements (whether oral or written) between the parties and/or their agents or advisers. Except as required by statute, no terms will be implied (whether by custom, usage, course of dealing or otherwise) into these General Terms. The Customer

acknowledges that it has not relied on any express or implied representation (including any made negligently), assurance, undertaking, collateral agreement, warranty or covenant which is not set out in these General Terms. For the avoidance of doubt, nothing in this clause 21.3 limits or excludes any liability for fraud or fraudulent misrepresentation.

21.4 Any notice to be given under these General Terms shall be given by delivering the same personally or by sending the same:

21.4.1 by registered post to the address of the other party set out on page 1 of these General Terms or to such other address as may be notified by that other for this purpose to the party seeking to give such notice; or

21.4.2 by email to productionuk@goldcrestfilms.com or to such other email address as may be notified by that other for this purpose to the party seeking to give such notice.

21.5 Any notice given pursuant to clause 21.4 shall be:

21.5.1 when sent by registered post (and in the absence of evidence of earlier receipt), deemed to be delivered 3 days after despatch;

21.5.2 when sent by email, deemed to be delivered when it is sent provided that the party giving the notice proves the date and time that it was sent.

21.6 Except as expressly stated in these General Terms, a person who is not a party to these General Terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

21.7 Nothing in these General Terms shall be taken to constitute a partnership or joint venture between the parties or the relationship of employer and employed between the parties hereto.

21.8 The General Terms and any Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.