

Sensate Media - Standard Terms of Business

1. Definitions

“Commencement” means the date work commences on the project, as outlined in our Letter of Engagement (Timetable).

“Delivery” means to take ownership of all relevant reports, meeting notes and documentation. Delivery can only be made once all monies owed have been paid in full.

“Report” means a script report covering the general areas of concern in a script: Premise and theme, structure and pace, character, dialogue, visual grammar, market and budget, and any overall conclusions.

“notes” can either refer to notes produced during the course of a meeting, or any notes produced during the project by the developer which they deem to be relevant to the producer.

“Producer” means the initiator of the project from an outside company.

“Writer” means the creative hired by the producer to work on the project, whether it be from their original idea or the producer’s

“Developer” in this case means the individual working with the writer and the producer on the project/script from Sensate Media.

2. Our Fees

Our fees are calculated using the time required by each member of the project team during the course of the project, multiplied by our estimate of value.

Time requirements are based on our understanding of the project at the time our proposal is put forward. Although every effort will be made to complete the project under the proposed budget, we reserve the right to alter final costs, deliverables, and/or timescales where project requirements depart from those outlined in the initial proposal.

Where requirements change during the course of the project, we will issue a “Change Note” outlining the effect of the changes on project deliverables, costs, and/or timescales. We will require agreement from you on the Change Note before we are able to undertake any additional work.

3. Expenses

All expenses incurred by us in undertaking the project will be billed to you in addition to our fees. We will endeavour to provide as much information about anticipated expenses at the outset of the project, and will contact you for approval before incurring any single expense exceeding £50.00, plus VAT, or where we feel that a collection of individual expenses (each less than £50.00 in value), will total more than £100.00.

4. Intellectual Property Rights

During the course of the project, we retain copyright in all ideas submitted in reports and notes, with the exception of occasions where copyright in materials is owned by a third-party. On receipt of full and final payment for the project, copyright will automatically transfer to you.

On receipt of full and final payment for the reports and notes, we will grant you a non-exclusive, perpetual, and royalty-free license to use the ideas in relation to the script we have reported on, and subsequent drafts of the script created in the future.

5. Raw Materials

Unless otherwise agreed, creation and delivery of all raw materials for the project will be your responsibility. The exact raw materials required will be defined during the course of the project, as will their delivery requirements.

Where possible you should endeavour to provide any raw materials required by us in a pre-agreed digital format. Common formats for documents that we accept are

Microsoft Word (.DOC), Plain Text (.TXT), Final Draft and PDF.

6. Late Payments

Our payment terms are clearly stated on each invoice we issue. These terms are non negotiable. At our discretion, we will exercise our right under the Late Payment of Commercial Debts (Interest) Act 1998 to charge interest on overdue invoices. Interest will be charged at a

rate of 2.5% per month, calculated and compounded on the last working day of each month the balance remains unpaid.

Should our invoices remain unpaid after a period of 90 days, you will be liable to pay any collection costs incurred by us, including but not limited to legal fees and/or debt collection fees. If it becomes necessary for us to issue legal proceedings you may also be liable to pay the Court costs.

7. Confidentiality

Each party shall keep confidential all information which is acquired by it or which is disclosed to it by the other party concerning the other party's projects, services or business activities and shall not without the prior written consent of that other party disclose the same or any part thereof to any person (other than its employees who require such information in connection with their duties and who are bound not to disclose such information to any person) nor use the same or any part thereof otherwise than for the purposes of this agreement. Each party shall take all reasonable steps to prevent any such unauthorised disclosure. Such confidentiality and non-use provisions shall continue after the termination of this agreement, but shall nevertheless not apply to any information:

- which is known to and at the free disposal of the receiving party at the date immediately before disclosure by the other; or
- which is now in or hereafter enters the public domain through no breach or default of the receiving party; or
- which is lawfully disclosed to the receiving party by a third party who did not receive such information directly or indirectly from another party under an obligation of confidentiality; or
- which is required to be disclosed by law.

8. Notices

Any notice to be given under, or in connection with the matters contemplated by, this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post (or registered airmail in the case of an address for service outside the United Kingdom) or by facsimile to the address and for the attention of the relevant party set out below (or as otherwise notified by that party thereunder). Any such notice shall be deemed to have been received:

- if delivered personally, at the time of delivery;
- in the case of pre-paid recorded delivery or registered post, forty eight (48) hours from the date of posting;
- in the case of registered airmail, five (5) days from the date of posting; and
- in the case of facsimile, at the time of transmission,

provided that if deemed receipt occurs before 9am on a business day the notice shall be deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm on a business day, or on a day which is not a business day, the notice shall be deemed to have been received at 9am on the next business day. For the purpose of this Section, "business day" means any day which is not a Saturday, a Sunday or a public holiday in the place at or to which the notice is left or sent.

9. Termination

This agreement will terminate on the date of Delivery as defined in our Letter of Engagement. In the event of early termination of the project by you, you will be liable for all fees and expenses incurred in undertaking the work between Commencement and the date of termination.

10. Force Majeure

Neither party to this agreement shall be liable in any way for failure to perform our respective obligations under this engagement if the failure is due to causes outside the reasonable control of the party which has failed to perform.

11. Governing Law

This Agreement will be governed by and construed in accordance with English law and each of the parties agrees to submit to the jurisdiction of the English courts as regards any claim or matter arising under this agreement.