

## GENERAL TERMS & CONDITIONS

On behalf of John Templeton, johntempleton.org ltd & contractors:

This agreement formalizes the established work practice & etiquette by which we operate. The following points form the basis of our employment, subject to different conditions being agreed to in writing. In the following terms and conditions, all reference to "the Production" shall mean any company or individual that acts as a client of johntempleton.org ltd. Confirmation of Booking implies the acceptance of these terms and conditions.

We enjoy a fair workplace, operate with goodwill, and hope you view our Terms & Conditions as reasonable. Please negotiate or clarify any points prior to the job.

### 1) BOOKING PROCESS & LIABILITY

- a) Confirmation of a booking must be received in writing before any job takes place. JohnTempleton.org ltd cannot accept responsibility for misunderstanding resulting from verbal/ pencil bookings which are not followed up with a confirmation email or call sheet / shooting schedule.
- b) Listed rates are offered as a guide, and subject to change with job specifics.
- c) DAILY BOOKINGS are taken in time-10-hour (full day), with overtime charged beyond time. A half-day may be negotiated but is billed as a full day once exceeding a reasonable period. Schedules must adhere to the booked times, as multiple bookings may be held. Jobs wrapping early will be billed as per the original booking.
- d) BOOKINGS are accepted subject to availability and may be confirmed at the time of booking or placed on a PENCIL. Either party may cancel a PENCIL. A PENCIL is considered confirmed 48-hours prior to the day of the booking unless cancelled or negotiated. These times are measured by business days, excluding weekends & public holidays. The onus remains with the Production at all times.
- e) Cancellations are recorded via personal contact or recorded message on mobile telephone +44 7768 165 989, with email ([john@johntempleton.org](mailto:john@johntempleton.org))
- f) Once confirmed, cancellation fees apply at the rate of 50% within 72 Hours, and 100% within 48 Hours of the day of the booking. These times are measured in business days, excluding weekends and public holidays.
- g) The extent of johntempleton.org's liability due to illness, errors, omissions, professional negligence, technical & mechanical failures, and/or effects of crime shall be limited to the equivalent of the booking's daily fee.

### 2) WORK-DAY & TIMES

- a) TIMES are measured from Portal-to-portal, inclusive of lunch, travel & appropriate breaks.
- b) CALLTIME is measured from the First-Requirement of the day, with point (3b) being the exception.
- c) WRAP is defined as Departure-From-Final-Location or Final-Requirement of the day, with point (3b) being the exception.
- d) Limit on working-hours set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights, binds a Work Day or Overtime Buy-Out.
- e) Travel on a day preceding first call time will be accounted at a minimum half day (4 hours) . Travel return on a day following a shooting wrap will be accounted for a minimum half day.
- f) Overtime is measured per hour, and applies to all Productions unless specifically negotiated. Hourly rate is calculated at 1/10th of the daily rate. Overtime is calculated at 1.5 times the hourly-rate. Beyond 14 hours, double time rates apply.
- g) No overtime is due on owned equipment. Rented equipment may incur late

return fees.

- h) Weather Holds or special requirements to be specifically negotiated.
- 3) TRANSPORT & MILEAGE
- a) Mileage of vehicle provided by JohnTempleton.org is charged at GBP 0.5 a mile.
  - b) ROAD-JOURNEYS incur mileage charges from outset of journey, with times measured on a Portal-to-portal basis.
  - c) All TOLLS, PARKING FEES or CHARGES incurred in the course of travel/Journey are billed to the Production.
  - d) Transportation, if provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the production.
- 4) EQUIPMENT
- a) JohnTempleton.org Ltd will endeavor to appropriately advise clients where requested on camera, lighting and sound equipment and other matters relating to a shoot, but this guidance will not render JohnTempleton.org Ltd liable for (a) the suitability of the equipment for the shoot or (b) the overall success of the shoot. listed equipment is a guide, and that brought onto Location is deemed appropriate.
  - b) Equipment requests will be adhered to as closely as possible. Where specific models/items are unavailable a suitable replacement will be sought.
  - c) Rental equipment sourced on behalf of a Production may incur a 20% handling fee in addition to tolls and charges incurred during pick-up & return.
  - d) No responsibility accepted for equipment rented on behalf of the Production.
  - e) In case of TECHNICAL FAILURE or LOSS involving JohnTempleton.org's owned equipment, excluding Dry-Hire sales, JohnTempleton.org shall bear the cost of equipment replacement in London. For all other Locations the Production shall bear the cost of replacement.
  - f) John Templeton.org will not bear responsibility for lost opportunity, lost imagery or lost sound arising from technical failure.
- 5) DISC/TAPE STOCK/CARDS
- a) Disc/Tape stock will be provided by JohnTempleton.org and charged according to usage unless arranged otherwise with the production.
  - b) Production must advise JohnTempleton.org prior to the shoot of intended number of Disc/Tapes needed for the shoot. Once a Disc or tape is removed from the camera responsibility of Disc/tape safekeeping is passed on to the Production.
- 6) Card based Shooting specifics
- a) In an event the production requests working with Card based cameras, the following specifics apply.
    - i) Backup of media cards onto 2 Hard-Discs will be made on a daily basis as a minimum.
    - ii) Working hours incurred for data transfer/ backup will be accounted for as working hours and may be subject to overtime.
    - iii) Hard discs can be provided by JohnTempleton.org and charged to the production. One of the two hard discs will remain with JohnTempleton.org until the production advises that the footage is safely copied into the production editing suites.
    - iv) Due to the technical limitations of working with Full frame cameras for video production JohnTempleton.org cannot be held liable for lost opportunity, lost imagery or lost sound arising from technical failure.
- 7) WORKPLACE & SAFETY
- a) A safe workplace is always maintained. If the production cannot provide satisfactory security on the workplace, the personnel reserve the right of refusal as per EU workplace legislation.
  - b) Productions planning to shoot in hostile environments must advise JohnTempleton.org prior to Confirmation. Such environments include exposure to sand, salt, water, dust, snow, biological and chemical agents, civil unrest and declared

hostilities. Some charges may occur if the equipment needs to be serviced or professionally cleaned.

c) Production must notify JohnTempleton.org Ltd of all reasonably FORESEEABLE RISKS related to the job.

d) EQUIPMENT DAMAGE caused by handling by unauthorized persons or the actions of persons associated with or employed by the Production will be charged to the Production. Authorization is restricted to senior persons in the camera, sound, lighting & grip departments.

e) Location should have access to CATERING facilities, be suitably catered by Production, or Crew to be informed of special requirements prior to the shoot.

f) Opportunity for a MEAL is due every five hours, with an hour's overtime charged per missed opportunity.

8) DRESS CODE & CLOTHING

a) JohnTempleton.org Ltd Personnel will present themselves with clean and appropriated clothing for the circumstances of shooting.

b) The production will advise in advance johntempleton.org for any Dress Code or specific clothing necessary for the shoot. Technical clothing rented or bought specifically for the shoot will be billed to the production.

9) TRAVEL

a) Airport transfers and/or airport parking are billed to the Production.

b) Daily working hours & travel days are measured on Portal-to-portal basis in all national & international locations, inclusive of lunch, travel & appropriate breaks.

c) Travel & rest days include zero filming.

d) Rest days outside of the London area are billed as a standard full days, unless production provides for transportation back to London.

e) Reconnaissance visits are welcomed on Travel Days given it is of reasonable duration, and the site is en-route or within reasonable proximity of Crew Accommodation.

f) Accommodation & transport provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the project.

10) PER DIEM

a) Per diems must adequately cover meals, telecommunication & weekly laundry, with respect to schedule & destination. Alternate arrangements welcomed.

b) Production may take responsibility for providing Catering or paying restaurant bills provided it is a sit down hot meal. Sandwiches are not considered a meal.

c) If no other arrangement has been made, meal costs will be charged.

d) If a production starts before 7a.m. a breakfast per diem will be charged

e) If a production ends after 19h30 an evening meal per diem will be charged

11) PAYMENT, INVOICING, COPYRIGHT

a) Payment terms are strictly 30 DAYS (Net 30), or as stipulated on the invoice.

b) All prices are in GBP.

c) LATE PAYMENT may lead to LATE FEES charged at the rate of 10% per month. Failure to pay within 90 days of the invoice date may result in legal action.

d) Original receipts are retained for JohnTempleton.org's accounts, and charges will be itemized on the invoice. Any additional costs will be advised as soon as they become apparent.

e) COPYRIGHT of all recorded materials remain the property of JohnTempleton.org until full & final payment has been received.

f) JohnTempleton.org is VAT Registered in England and VAT will be added at the current rate where applicable (current rate 20%).

g) VAT can only be waived if Production company legal address, shooting location and final destination of footage are outside the UK.

- 12) International (visiting) productions
  - a) All required payments must be received prior to commencement.
  - b) Final payment including incurred costs is due upon completion of each schedule.
  - c) Continuation of services beyond the schedule is negotiable.
  - d) Discontinuation Of Services within the schedule incurs applicable Cancellation Fees and immediate air transport to London for personnel and equipment.
  - e) Scheduled Payments negotiable for long-term projects.
  - f) Recorded materials may be withheld until receipt of due payment. When recorded materials are withheld, returns will be arranged upon receipt of payment via the Production's means & expense. All due care taken, no responsibility accepted for losses.
- 13) INSURANCE
  - a) JohnTempleton.org ltd has public liability as well as theft and damage nsurance cover insurance cover for owned and hired camera equipment.
- 14) LEGAL
  - a) The laws of the United Kingdom govern this agreement.
  - b) Any disputes will be settled before a court of law in the UK chosen by johntempleton.org

We hope you view these Terms & Conditions as fair & reasonable. The intricacies of the industry are presented to promote transparency and avoid unnecessary dispute, so please clarify or negotiate any points prior to production. We look forward to smooth business dealings and great shoots with you.

Regards,

John Templeton