

HOLD THAT SHOT®

TERMS AND CONDITIONS OF BUSINESS:

1 Definitions in these Conditions:

1.1 Client means the person or persons who accept(s) the services offered from the Company for the provision or contract to themselves or their business or their employees or whose booking for the Services the Company accepts.

1.2 Company means Hold That Shot Limited.

1.3 Services means the services that the Company is contracted to supply in accordance with these conditions.

1.4 Conditions means the standard Terms and Conditions set out in this document, and includes any special terms and conditions agreed in writing between the Client and the Company.

1.5 Working Day means a set duration and number of days agreed in writing between the Client and the Company. A working day includes travel. There are no half-day rates.

1.6 Interest means interest at the rate of 8% above the bank of England base rate per month on outstanding balances calculated 30 days from the day of the Company's invoice submitted to the Client.

2 Provision of Services

2.1 The Company shall provide the Services which are accepted by the Client, (by phone booking confirmed by email, text message, WhatsApp, social media, voicemail or writing) subject to these Conditions.

2.2 The Company is not obligated to provide Services unless and until the Company has received such confirmation.

2.3 If the Client cancels a booking that the Client previously confirmed, the Client shall be liable to pay the Company a cancellation fee of 100% if less than 24hrs notice.

2.4 All Location working days are based on a 12-hour day Base to Base, for the crew working on site. For the purposes of travel time and mileage, the Hold That Shot's base is the registered office in Arnold, Nottingham.

2.5 Hours worked greater than twelve hours per day (from base), will be liable to an additional hourly charge at 10% of the daily rate. All hours worked in excess of twelve hours per day are at the discretion of the Company, unless otherwise agreed with the Client in writing, at the time of the original booking for the provision of Services.

2.6 The Client shall provide a break of one hour at the end of each period of 5 hours worked. Whenever such a break is not provided, the Company shall be entitled to charge for any work during such a period over and above the fee agreed for the provision of Services.

2.7 If the Client requests any re-shoots outside of the agreed quotation then the Client will be charged the full standard daily rate for such services.

2.8 If the Company has quoted for editing then this is charged at a day rate, the company will provide 2 rounds of changes as necessary. Any additional editing changes will be charged a £40 per hour.

2.9 All quotations provided by the Company are for the provision of services within the United Kingdom. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Client and the Company.

3 Terms of Payment

3.1 Payment terms are strictly 30 days from invoice date unless otherwise agreed.

3.2 The Client shall pay to the Company fees at the rate agreed between the Client and the Company.

3.3 All payments to the Company shall be made against the Company's invoice(s) that shall be presented at the end of each period of the provision of Services.

3.4 Late Payment of Commercial Debts. The Company will exercise statutory rights to claim interest at 8% above the Bank of England base rate at the date the debt becomes overdue, according to the Late Payment of Commercial Debts (Interest) Act 1998. The rate of interest will be notified to the Client if such payments become outstanding after 30 days. The Company will also claim compensation for debt recovery costs.

3.5 If a contract is worth in excess of £10,000, then the Client is expected to pay at least 50% of the contract value prior to the start date.

4 Intellectual Property Rights.

4.1 Any intellectual property and media content applicable remain the property of Hold That Shot Ltd until full and final payment has been received according to the Copyright, Design and Patents Act 1988.

4.2 The Company retains the right to use all intellectual property for the purposes of marketing and advertising for as long as the Company sees fit.

4.3 Media content will be stored by Hold That Shot for up to a year, after this time it will be deleted at the company discretion.

4.4 The Company reserves the right to remove or change any content hosted on the companies media platforms

4.5 At the end of each production the Company reserves the right to show an on-screen Logo, web and email address.

5 Expenses

5.1 Mileage is charged at £0.45 per mile.

5.2 Meals are charged back to the client per crew member at cost not exceeding £8 for breakfast £12 for lunch and £22 for an evening meal.

5.3 Hotels rooms within the uk are charged at £120 within the M25 and £80 outside of the M25

5.4 Parking will be charged back to the client should a fee be incurred.

7 Force Majeure.

7.1 To the fullest extent permitted by law: (i) Hold That Shot Ltd shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) The total liability of Hold That Shot Ltd to you shall not exceed the amounts paid by you to Hold That Shot over the twelve (12) months for Video hosting preceding your claim(s).

7.2 No liability is accepted for failure of performance due to circumstances outside the control of the Company or the Client.

8 Acceptance of Terms and Conditions

8.1 Providing services to a Client or Individual constitutes acceptance of these Terms & Conditions.