

## TERMS & CONDITIONS

These terms and conditions form the basis of a Contract between two or more parties for the production of a media project whereby the supplying production company shall be known as "Fortemus Films (a subsidiary of Kennington Creative Group)" and the client shall be known as "the Client".

### 1. DEFINITIONS

The words below are to mean as follows:

(a) "the Creative" shall be the synopsis and creative treatment of the Programme which is provided with the quotation and forms part of the contract between Fortemus Films (a subsidiary of Kennington Creative Group) and the Client.

(b) "the Programme" shall be the film or video and any associated sound recording to be produced by Fortemus Films (a subsidiary of Kennington Creative Group).

(c) "the Contract Price" shall be the last sum quoted in writing by Fortemus Films (a subsidiary of Kennington Creative Group) to the Client.

(d) "the Production Period" shall be agreed between the contracting parties and shall continue throughout and in accordance with the Production Schedule.

(e) "the Production Schedule" shall be the agreed dates, times and locations of making the Programme including pre-production and post-production.

### 2. PRODUCTION

The Company shall in consideration of the Contract Price produce the Programme in accordance with the Creative.

### 3. PAYMENT

Unless otherwise agreed in writing, the Client shall pay to Fortemus Films (a subsidiary of Kennington Creative Group) the Contract Price as follows:

- (A) 50% on the date of commissioning the project.
- (B) 25% on completion of filming.
- (C) 25% to clear on delivery of final films.

If an extension to the filming stage of the Production Period is required by the client, an invoice will be raised covering the work completed to date.

Similarly, during the post-production stage, if the client is unable to provide feedback by the agreed dates, an extension can of course be agreed. An invoice will be raised for work completed to date.

#### **4. CHANGES IN THE PROGRAMME DURING PRODUCTION**

Maia Films (a subsidiary of Kennington Creative Group) shall carry out such changes to the Programme as the Client reasonably requires and the cost of such changes shall be borne by the Client. An example might be if such changes arise as a result of the Client's desire to depart materially from the Creative.

The additional cost of any changes will be quoted in writing by Maia Films (a subsidiary of Kennington Creative Group) to the Client and agreed between the parties before the additional work takes place. The same payment terms (3.) will apply.

#### **5. COPYRIGHT AND OTHER RIGHTS**

(a) Fortemus Films (a subsidiary of Kennington Creative Group) retains all present and future copyright in the Programme and all other rights in the Programme until the Contract Price has been settled by the Client in full.

(b) Fortemus Films (a subsidiary of Kennington Creative Group) will transfer all present and future copyright in the Programme and all other rights in the Programme [notwithstanding 5.(d)] to the Client when the Contract Price has been settled by the Client in full.

(c) Fortemus Films (a subsidiary of Kennington Creative Group) will legally obtain all additional releases, permissions and licenses, including but not restricted to, artistes' performance, music composition, illustration and animation, that govern production of the Programme. Fortemus Films (a subsidiary of Kennington Creative Group) will transfer all rights, obligations and responsibilities for such additional releases, permissions and licenses to the Client when the Contract Price has been settled by the Client in full.

(d) Fortemus Films (a subsidiary of Kennington Creative Group) will retain joint copyright to all 'B' roll footage obtained for the production in the Programme where the footage does *not* include the Client's own employees, students, contributors, interviewees and performances, designs, products, property and locations.

(e) Fortemus Films (a subsidiary of Kennington Creative Group) retains all IP related to project files. Licensing of project files can be quoted separately if required.

#### **6. PROMOTION OF THE COMPANY'S BUSINESS**

The Client agrees that the Programme will form part of the archive of works of Fortemus Films (a subsidiary of Kennington Creative Group) and that Fortemus Films (a subsidiary of Kennington Creative Group) may use the Programme for the purposes of promoting its own business.

#### **7. MORAL RIGHTS**

The Client acknowledges that Fortemus Films (a subsidiary of Kennington Creative Group) asserts its moral rights generally in respect of the Programme under the Copyright Design and Patents Act 1998 and in particular to be credited as producer.

## **8. WARRANTY**

The Client warrants to and undertakes with Fortemus Films (a subsidiary of Kennington Creative Group) that it has full title and authority to enter into a contract with Fortemus Films (a subsidiary of Kennington Creative Group) and is not bound by any previous Contract which adversely affects this Contract.

## **9. INDEMNITY**

Fortemus Films (a subsidiary of Kennington Creative Group) shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any breach of this Contract.

## **10. INSURANCE**

The Client agrees that if it provides facilities or equipment for the purpose of making the Programme these are provided entirely at the Client's risk. The Client is advised to maintain adequate employers' insurance and public liability and property damage insurance in respect of the same.

Fortemus Films (a subsidiary of Kennington Creative Group) agrees that if it provides facilities or equipment for the purpose of making the Programme these are provided entirely at Fortemus Films (a subsidiary of Kennington Creative Group)'s risk. Fortemus Films (a subsidiary of Kennington Creative Group) maintains adequate employers' insurance and public liability and property damage insurance in respect of the same.

## **11. CONFIDENTIALITY**

Each party shall not except as authorised or required by its duties hereunder use, divulge or communicate to any person, persons or company any confidential information which may come to its knowledge during the production of the Programme and shall keep with complete secrecy all Confidential Information entrusted to that party and shall not use or attempt to use any such information in any manner which may cause loss to the other.

## **12. NO PARTNERSHIP OR EMPLOYMENT**

This Contract shall not be deemed to create any partnership or employment relationship between the parties

## **13. DATA PROTECTION ACT**

Both parties undertake that they will comply in all respects with its obligations under the Data Protection Act 2018 or equivalent legislation.

#### **14. RESTRICTIONS**

During the course of this contract and for a period of 6 months afterwards, neither party shall be permitted to solicit the staff and personnel of the other party.

#### **15. CLIENT MATERIAL**

The Client undertakes that it shall not supply Fortemus Films (a subsidiary of Kennington Creative Group) with any material that infringes any third party rights or is offensive, obscene, defamatory or inflammatory and Fortemus Films (a subsidiary of Kennington Creative Group) gives no warranty and explicitly and unequivocally excludes all liability for all and any material supplied to it by Client or contained within the Programme on the Client's instruction.

#### **16. THIRD PARTY TRANSFERS**

Neither party shall assign, transfer, charge or make over this Contract or any of its rights or obligations without the written consent of the other.

#### **17. FORCE MAJEURE**

In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods, Acts of God, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Contract. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond either party's control for a continuous period of [three months], then either party may at its discretion terminate this Contract by notice in writing at the end of that period.

#### **18. TERMINATION**

In addition to any other rights and remedies at law this Contract may be terminated by giving written notice to the other party in the event that:

- (a) the Client has failed to account or make payments as required under this Contract whether demanded or not;
- (b) the Client or Maia Films (a subsidiary of Kennington Creative Group) has committed a material breach of its obligations under this Contract unless such party rectifies the position as far as reasonably possible within [thirty days];
- (c) either party goes into voluntary or involuntary liquidation.

## **19. CLAUSE HEADINGS AND APPENDICES**

The clause headings in this Contract are for information only and do not form part of this Contract. The appendices [including the Creative and the quotation(s)] form part of this Contract and shall have the same full force and effect as is expressly set out in the body of this Contract.

## **20. SEVERANCE**

If any provision of this Contract shall be prohibited by, or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Contract and rendered ineffective as far as possible, without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances or the validity or enforcement of this Contract.

## **21. GOVERNING LAW**

This Contract shall be subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.