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STANDARD TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

Where the context permits the following words and phrases shall have the meanings assigned to them:-

- a) The Company means Cinelab London Limited.
- b) The Originals means the film and/or other materials to be reproduced by the Company for the Customer.

2. GENERAL

- a) In the event of any inconsistency between these conditions and any form of contract sent by the Customer to the Company, whatever their respective date, these Conditions shall prevail but the Company shall be entitled to the benefit of any term in the Customers Conditions or form of Contract which constitutes a warranty undertaking or guarantee in favour of the Company.
- b) These Conditions shall apply not only to the goods the subject of any order that may accompany or result from the supply of the Conditions, but to all orders subsequently placed with the Company or by or on behalf of the Customer whether or not these conditions are attached to any subsequent Contract or order.

3. RISK

- a) The risk in the original shall remain in the Customer at all times.
- b) The risk in the product and in any part thereof shall vest in the Customer from the point in time when the product or any such part thereof shall come into existence.
- c) At no times shall risk in the originals or in the product vest in the Company notwithstanding that possession lien or title may be vested in the Company.
- d) The Customer acknowledges and accepts that the company carries no insurance in respect of goods and/or services and has no liability to customers or any other party save as set out in these terms. The company strongly recommends that the customer insures all materials against any possible loss or damage and that the customer has protection facilities (eg Interpositives) wherever possible.
- e) Without prejudice to the generality of the foregoing provisions of this section, delivery of the original and/or of the product to the Customer whether by the Company or by any third party, shall be at the risk of the Customer.

4. ORDERS AND ACCEPTANCE

- a) All Customers orders must be in writing. No contract shall be created unless and until the Customers order has been accepted by the Company.

5. TITLE

- a) The Customer grants to the Company a lien on the originals in respect of payments due to the Company from or at the instance of the Customer and from time to time owing whether or not in respect of the original.
- b) Property in the product shall be vested in the Company and shall not pass to the Customer until payment has been received by the Company in full for the product and of all other sums due to the Company from or at the instance of the Customer and, if the product shall be in the possession of the Customer, the Customer shall hold the product as bailee for the Company.
- c) If the Customer shall default in the punctual payment of any sum due to the Company, the Company shall be entitled forthwith to repossess the product and/or any other goods which remain the property of the Company and the Customer shall for this purpose afford the Company access. The Company shall be entitled to enter any premises of which the Customer is in occupation or to which he has access and where any such products and/or goods may be.
- d) The Customer shall not pledge or allow any lien or charge to arise over the product or any documents of title thereto.
- e) In the event of any sale or disposition of any of the product by the Customer the Customer shall hold on trust for the Company until payment is made to the Company in accordance with Clause 6 hereof:-
- So much of the proceeds of sale is equal to the sums owing to the Company at the time of such sale (however such liability may have arisen)
 - The right to receive the proceeds of sale of the product and the Customer shall keep a separate record showing to whom the product or any part thereof has been sold or disposed and the amount of the proceeds of sale receivable in respect thereof and the dates of the sale of disposal and receipt of the proceeds of sale.
- f) Where the Customer is the owner of the copyright in the original, the Customer assigns the Company the copyright in the original absolutely.
- g) Where the owner of the copyright in the original has given Licence to the Customer for the recording and/or reproduction of the original, the Customer assigns to the Company the benefit of such licence absolutely.

6. DELIVERY

- a) If no delivery date is specified the Customer shall be bound to accept the product when it is ready for delivery by the Company.
- b) The Company shall in no circumstances be liable to the Customer for any loss or damage howsoever caused resulting from non-delivery or late delivery of the Original, the product or either or any of them.

- c) Acceptance of delivery by or on behalf of the Customer shall be conclusive that the Customer has examined the product and has found it to be in every way satisfactory to him and fit for any purpose for which he might require it unless it is returned to the Company within 14 days of despatch from the Company's premises.

7. PAYMENT

- a) Payment shall be made by the Customer to the Company in advance of the delivery of the product to the Customer unless otherwise agreed by the Company and shall become due 1 day after either posting of the invoice to the Customer or if the invoice is submitted by the Company to the Customer otherwise than by post, the date of delivery of the invoice to the Customer.
- b) Where a credit account has been established and confirmed in writing by the Company, payment may be credited to such an account in the absolute discretion of the Company and payment shall be, in such cases, made within 30 days after either posting of the invoice to the Customer if the invoice is submitted by the Company to the Customer otherwise than by post, the date of delivery of the invoice to the Customer.
- c) The Customer agrees to pay interest at 2.5% per month compound on any sum overdue to the Company as well after as before any judgement.
- d) The Company shall be entitled to cease to process or to refuse to deliver the original and/or the product under this or any other Contract between the Company and the Customer and/or to terminate this Contract if any payment whether under this or any other Contract between the Company and the Customer is overdue.
- e) Sums shall not be treated as paid until all cheque or other instruments have been honoured.
- f) The Customer shall not be entitled to withhold or set off payment for any reason whatsoever.
- g) The price will be based upon the prices of the Company in force at the date of delivery of the product to the Customer.

8. WARRANTIES & INDEMNITIES

- a) The Customer warrants to the Company that either:-
- The Customer is the owner of the copyright in the original and the Customer has not made any assignment nor granted any licence in respect of such copyright, or
 - The owner of the copyright in the original has given Licence to the Customer for the recording and/or reproduction of the original by the Company. And in any either case the Customer shall indemnify and keep indemnified the Company against any expense claim or other damage or whatsoever nature arising from any breach of copyright or claim of whatsoever other nature in respect of the recording and/or reproduction of the subject of the order and/or the original and/or the product.
 - All conditions and warranties as to the condition quality description of fitness for any purpose whatsoever of the product are excluded and the Company will not be bound by or be liable for any representation of any kind made about the product unless such representation is made in writing and signed by a Director of the Company.
- b) Save as aforesaid in the preceding sub-clause, the company shall not be liable for any loss of damage whether caused by the negligence of the company, its servants or agents or in any other way whatsoever and shall in no circumstances be liable for any loss of profit, business or production or any other loss or damage whether direct, indirect or consequential, however caused.

9. TERMINATION

- a) The Company shall be entitled to terminate any Contract with the Customer upon the happening of the following:-
- Failure by the Customer to pay any sum due to the Company on the due date
 - Breach by the Customer of any other Condition of any Contract between the Company and the Customer.
 - The Customer suffering any execution to be levied on his goods or being an individual entering into a composition or arrangement for the benefit of his creditors or having a receiving order in bankruptcy made against him or being a body corporate having a receiving order in bankruptcy made against him or being a body corporate having a receiver or receiver manager appointed or going into liquidation.
- c) If the Company determines a Contract between the Company and the Customer under the immediately preceding condition, or the Customer shall repudiate a Contract between the Company and the Customer and the Company shall accept such repudiation, the Customer agrees to pay to the Company by way of liquidation damages a sum equivalent to one half of such costs in respect of overhead expenses and loss of profit provided that if the product shall have been completed the Customer shall pay the full Contract price to the Company in accordance with the provisions for payment hereinbefore contained.

10. LAW

Any Contract between the Company and the Customer will be construed in accordance with the governed in every respect by the Laws of England and all actions arising out of or connected with such a Contract shall be brought in the Courts of England.