

SO-MOTIVE LTD | MASTER TERMS & CONDITIONS

1. GENERAL SCOPE OF ENGAGEMENT

- 1.1 Purpose: This document defines the legal and operational framework for all services provided by So-Motive Ltd ("the Agency"). It is designed to be read alongside a project-specific Statement of Work (SOW).
- 1.2 Modifications: Any modifications to this contract are valid only if agreed in writing by both parties.
- 1.3 Acceptance: Signature of an SOW or written confirmation of a booking constitutes full acceptance of these Master Terms.

2. PAYMENTS & FINANCIAL OBLIGATIONS

- 2.1 Project Value <£3,000: Full payment is required upfront to secure the booking and commence preparatory work.
- 2.2 Project Value >£3,000: A 50% non-refundable deposit is required to secure the booking. The remaining 50% must be paid in full before any final deliverables are provided.
- 2.3 Late Payments: Payments beyond 30 days from the invoice date will incur interest at a rate of 8% above the Bank of England base rate per the *Late Payment of Commercial Debts (Interest) Act 1998*.
- 2.4 Delivery Hold: The Agency reserves the right to withhold all final Content and Licenses if any part of the project fee remains outstanding.

3. CANCELLATIONS & POSTPONEMENTS

- 3.1 Cancellation Schedule: Fees are committed upon booking. Cancellations are subject to:
 - 7+ Working Days: Full refund (minus non-recoverable preparatory/hire costs).
 - 2–7 Working Days: 50% of the total project fee is due.
 - 48 Hours or Less: 100% of the total project fee is due.
- 3.2 Weather: The Agency cannot guarantee specific weather conditions. Rescheduling for weather will be attempted, but the Client remains liable for all costs (crew, travel, hire) incurred for the original date.

4. TRAVEL, LOGISTICS & CREW WELFARE

- 4.1 Central London Safety: For the safety of the team and the security of high-value equipment, the Agency will not travel via the London Underground. All Central London travel is conducted via Electric Black Cab (or equivalent secure vehicle) and invoiced at cost.
- 4.2 Working Hours:
 - A standard day includes up to eight (8) hours on-site.
 - Half-days are up to four (4) hours.
 - Crew require a minimum one (1) hour break during full-day bookings.
- 4.3 Accommodation: Required where travel exceeds two (2) hours, or where shoots begin before 08:00 AM or end after 08:00 PM. Accommodation must be a minimum 4-star standard with private facilities.
- 4.4 Crew Substitution: If a team member cannot attend due to unforeseen circumstances, the Agency may appoint a replacement of equivalent experience.

5. INTERNATIONAL PRODUCTIONS

- 5.1 Schedule: International shoots require travel on the day preceding and the day following any full-day shoot. These travel days are charged at the standard day rate per crew member.

- 5.2 ATA Carnets: The Client is responsible for all costs associated with obtaining ATA Carnets, including processing fees, administrative time, and security bonds.
- 5.3 Baggage & Customs: All excess baggage fees, overweight charges, and specialist handling are chargeable to the Client. Any time spent in customs processing is treated as on-duty time.
- 5.4 Disruptions: The Agency is not liable for flight/travel disruptions. If the Agency is unable to attend due to circumstances outside its control, a minimum of 50% of the project fee remains payable.

6. PRODUCTION & EQUIPMENT

- 6.1 Equipment Hire: The Agency provides a professional in-house kit. Specialist hire (e.g., drones, anamorphic lenses) requested or required will be approved with the Client and charged as an additional cost.
- 6.2 Client Gear: The Agency is not liable for technical failure or delays caused by equipment provided or hired directly by the Client.
- 6.3 Technical Guarantee: While the Agency ensures high-quality output, it cannot guarantee exact colour matching or studio-quality audio in "hostile" or uncontrolled environments (e.g., high wind/ambient noise).

7. POST-PRODUCTION & EDITING

- 7.1 Revisions: The project fee includes four (4) rounds of minor amends per film to allow for Client control. Subsequent structural changes or revisions post-approval are charged at the Agency's hourly rate.
- 7.2 Turnaround: Standard delivery is 10 working days. Expedited requests incur premiums: 5 working days (+25%) or 48 hours (+50%).
- 7.3 Music Licensing: Fees include royalty-free library tracks. Use of commercial/charting music is at the Client's risk and cost.
- 7.4 Storage: Files are stored for 12 months. Retrieval thereafter (if available) incurs an administrative fee.

8. INTELLECTUAL PROPERTY & ASSET TIERS

8.1 Standard Licence: Perpetual, non-exclusive digital use (Website, Social, Internal). Third-party use or broadcast requires an Extended Licence.

8.2 Asset Purchase Structure: Raw assets remain the property of the Agency but may be released under the following fee structure:

- Raw Footage: 25% of the total project fee.
- Graded Select Clips: 35% of the total project fee (Key clips graded for easy client editing).
- Finalised Project Files: 50% of the total project fee (Full PrProj/AEP and associated assets).
- 8.3 Restrictions: Clients may not apply filters, re-edit, or alter Content without written approval. The Agency may use Content for its own promotion.

9. LIABILITY & PERMISSIONS

- 9.1 Insurance: The Agency maintains £5m Public and £10m Employers' Liability insurance.
- 9.2 Permits: The Client is responsible for securing all location permits, property releases, and talent consents. If access is denied due to missing permissions, the Client remains liable for the full project fee.
- 9.3 Indemnity: The Client shall indemnify the Agency against all claims arising from a failure to secure such permissions.
- 9.4 Governing Law: This agreement is governed by the laws of England and Wales.