

# Scientific Arts Limited



THIS AGREEMENT is made on the ..... day of .....20

BETWEEN

SCIENTIFIC ARTS LTD AND

.....

of

.....,

hereinafter referred to as the "Client"

The Client wishes to use the services of Scientific Arts Ltd as specified in the statement of work .....

Now it is hereby agreed as follows

## 1 Definitions

1.1 "Sciarts" means Scientific Arts Limited, a limited company incorporated in England and Wales (registration number 7308744) having its registered office at Upper Tarn, Mockerkin, Cumbria, CA13 0ST.

1.2 "Client" means the client for Services under an Engagement as specified in the Statement of Work.

1.3 "Engagement" means a contract between Sciarts and the Client for the supply of Services and the delivery of Pictures or Videos or Services incorporating these Terms of Business and a Statement of Work and any amendments to such a contract from time to time;

# Scientific Arts Limited

1.4 "Charges" means the charges specified in the Statement of Work payable by the Client to the Sciarts

1.5 "Services" means the photographic, video, art, graphic, animation, presentation, creative and design services supplied by Sciarts to the Client under an Engagement, details of which are set out in the Statement of Work (or to the extent that no such details are set out in the Statement of Work, details of which will be agreed between the parties acting reasonably from time to time);

1.6 "Statement of Work" means the statement of work document issued by Sciarts to the Client detailing the scope of the Services and other matters relating to an Engagement

1.7 In this Agreement the terms

(a) "Picture" includes a photograph, transparency, negative, digital scan, design, artwork, print, painting, montage drawing, engraving whether in a physical form or in electronic format or any other item which may be offered for the purposes of reproduction.

(b) "Video" includes any motion captured in digital format, film, artwork, animation and can be on electronic media including DVD or film and which may be offered for the purposes of reproduction

(c) "Reproduction" includes any form of publication or copying of the whole or part of any Picture or Video or Service and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means

(d) "Licence to Use" is a document issued by Sciarts and defines the terms and use of the Pictures, Video and Services beyond the terms of the Statement of Work.

## 2 Copyright

2.1 The entire copyright in the Pictures and Video and Services is retained by Sciarts at all times throughout the world as stated by the 1998 Copyright, Designs and Patents Act UK.

## 3 Use

3.1 The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Pictures or Video or Services before payment in full of the relevant invoice(s) without Sciarts express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Client is put into receivership or liquidation. The Licence to Use only applies to the Client, Pictures, Video and Services as stated on the invoice(s) and its benefit shall not be assigned to any third party without Sciarts permission. Accordingly even where any form of 'all media' Licence is granted, Sciarts permission must be obtained before any use of the Pictures or Video or Services for other purposes. Permission to use the Pictures and Video and Services for purposes outside the terms of the Licence to Use will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Pictures and Video and Services will

# Scientific Arts Limited

be subject to these terms and conditions.

## 4 Exclusivity

4.1 The Client will be authorised to publish the Pictures and Video or Services to the exclusion of all other persons including the Photographer in accordance with the Licence to Use. However, Sciarts retains the right in all cases to use the Pictures and Video and Services in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting Sciarts work.

## 5 Client Confidentiality

5.1 Sciarts will keep confidential and will not disclose to any third parties, make use of material or information communicated in confidence for the purposes of the Pictures and Video and Services, save as may be reasonably necessary to enable Sciarts to carry out obligations in relation to the commission.

## 6 Indemnity

6.1 Sciarts agrees to indemnify the Client against all expenses, damages, claims and legal costs arising out of any failure by Sciarts to obtain any clearances for which Sciarts was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. Sciarts shall only be responsible for obtaining such clearances if this has been expressly agreed before the shoot. In all other cases the Clients shall be responsible for obtaining such clearances and will indemnify Sciarts against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

## 7 Charges

7.1 Charges are made up of two parts the commission fee for producing the work and a Licence fee for use the Pictures, Video and Services.

7.2 Commission fees may include things like model fees, transportation, equipment / prop hire, set building, travel and accommodation.

7.3 The Licence fee will be calculated on what and where the Pictures, Video and Services are to be used and length of time, after expiry of licence a re-use fee may be charged to extend length of use.

## 8 Payment

8.1 The Client will pay the Charges to Sciarts in accordance with the provisions of this Clause [8].

8.2 Payment terms are negotiable and detailed in the terms and conditions. Advance payment may attract more favourable terms in comparison to payment within 28 days of the issue of the relevant invoice. For large commissions a deposit and stage payments will be agreed.

8.3 Subject to receipt of Payment, the Pictures, Video and Services will be provided.

# Scientific Arts Limited

8.4 Payment should normally be made by crossed cheque made payable to "Scientific Arts Ltd.". BACS details can be supplied upon request. Payment may also be made online by PayPal or Credit card.

## 9 Unpaid Invoices

9.1 In any event, payment by the Client will be expected for the commissioned work within 28 days of the issue of the relevant invoice. If the invoice is not paid in full within 28 days Sciarts reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

9.2 A fee of £20 (excluding VAT) will be made for each account reminder, duplicate invoice, or any other correspondence, paperwork or phone call involved with the recovery of a debt / unpaid invoice. This is non-refundable and represents time spent pursuing overdue invoices.

9.3 In addition, in the event of an unpaid invoice, Sciarts reserves the right to revoke all discounts relating to the job for which the invoice remains unpaid, making them null & void and to revert to the full standard pricing structure appropriate to the job.

## 10 Refund policy

10.1 Pictures, Video and Services are presented to our clients online for approval following the shoot before payment is requested. Based on this approval system, we cannot offer refunds after the Pictures, Video or Services have been approved and payment has been made.

## 11 Expenses

11.1 Where extra expenses or time is incurred by Sciarts as a result of alterations to the original brief the Client shall give approval to and be liable to pay such expenses or fees to Sciarts.

## 12 Rejection

12.1 Provided the brief has been fulfilled there is no right to reject on the basis of style or composition.

12.2 If on any shoot the Client is not present to art direct then Sciarts judgement and interpretation of the photography brief must be accepted.

## 13 Cancellation and Postponement

13.1 Acceptance of the Statement of Work is considered firm as from the date of confirmation verbally or written and the Client agrees to these terms and conditions.

13.2 Accordingly Sciarts will, at their discretion, charge a fee for cancellation or postponement within 24hours of the shoot 100%, 50% within 3days notice, 30% 7 days notice, 10% for any other length notice given.

# Scientific Arts Limited

13.3 Any pre-shoot or non-redeemable expenses will also be charged. These include model fees, transportation, equipment / prop hire, set building, travel and accommodation.

13.4 Cancellation charges do not apply to outdoor work that has to be rescheduled due to weather conditions.

## 14 Electronic Storage

14.1 Save for the purposes of reproduction for the licensed use(s), the Pictures and Video and Services may not be stored in any form of electronic medium without the written permission of Sciarts. Manipulation of the Pictures, Video and Services or use of only a portion of the Pictures, Video and Services may only take place with the permission of the Sciarts.

## 15 Insurance

15.1 Whilst our Clients' products are at our studio, there is a degree of insurance coverage provided. If additional insurance is required for more valuable items or if the level of insurance cover is a concern, additional arrangements can be discussed and arranged with us upon request.

## 16 Videography, Services and Photography Brief

16.1 Work will commence following acceptance and mutual understanding of a written or verbal brief provided by the Client. Re-shoots of rejected Pictures, Video and Services will be chargeable if Sciarts has adhered to the brief and the Client makes changes to the brief after the Pictures, Video and Services have been shot or developed. Specific instructions about how the Client wishes the products to be photographed must be made clear to Sciarts.

## 17 Incorrect goods delivered/shortages

17.1 All products supplied to Sciarts must be in a condition suitable for videography photography and other services. Any hazards associated with the products need to be declared by the client to Sciarts.

17.2 In the event of short deliveries, damaged goods or incorrect items received from our Clients, Sciarts reserve the right to postpone the photo or video shoot or creative design service until the shortage is made-up, the correct products are delivered or damaged items replaced.

## 18 Right to a Credit

18.1 Where the Statement of Work and the Licence to Use indicates a "Right to a Credit", then the name "Scientific Arts Limited" will be printed on or in reasonable proximity to all published reproductions of the Pictures or Video or Services. Sciarts also asserts its statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

## 19 Working with Models

19.1 There are 2 available methods, models sourced through a modelling agency and independent models:

# Scientific Arts Limited

Models booked through a modelling agency - the agency will charge a fee which depends upon the usage of the photography, taking into account the various media required (TV, print, Web etc), the territories where it will be used and the length of time covered by the use. The agency deals with casting and pays the models directly, some agencies will also provide make-up and stylists if required.

Independent models - self-employed models sourced from selected local websites, through word of mouth or from previous jobs. Sciarts deals with the casting and charges the normal hourly rate for time spent on this. An additional benefit is that models sourced in this way sign a full and unconditional release so the images can be used without restriction.

## 20.0 Additional

20.1 Any stated or agreed time for delivery of the Pictures and Video and Services will not be of the essence of the parties' agreement.

20.2 The Client must provide feedback on preparatory composition or design work promptly, and in any event in accordance with any timetable agreed between the parties.

## 21 Force Majeure

21.1 Sciarts shall have no liability to the Client if it is prevented from or delayed in providing its Service by acts, events, omissions or accidents beyond its reasonable control, including failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 22 Termination

22.1 Either party may terminate an Engagement at any time by giving at least 30 days' written notice to the other party.

22.2 Either party may terminate an Engagement immediately by giving written notice to the other party if the other party:

- (a) commits a material breach of any provision of these Terms of Business or the relevant Statement of Work, and:
  - (i) the breach is not remediable; or
- persistently breaches these Terms of Business and/or the relevant Statement of Work.

22.3 Either party may terminate an Engagement immediately by giving written notice to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or

# Scientific Arts Limited

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party required by the Engagement);
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

22.4 Sciarts may terminate an Engagement immediately at any time by giving written notice to the Client if the Client fails to pay in full and on time any amount due to Sciarts whether due in respect of that Engagement or otherwise.

## 22.5 Effects of termination

Upon termination of an Engagement all the provisions of these Terms of Business and the Statement of Work will cease to have effect, save that the following provisions of these Terms of Business will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 14 and 18].

22.6 Termination of an Engagement will not affect either party's accrued liabilities and rights (including accrued rights to be paid) as at the date of termination.

## 23 General

23.1 If a term of any Engagement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other terms of the Engagement will continue in effect. If any unlawful and/or unenforceable term would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the term will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant term will be deemed to be deleted).

23.2 These Terms of Business and the relevant Statement of Work will constitute the entire agreement between the parties in relation to an Engagement, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and

## 24 Variation

24.1 These Terms and Conditions shall not be varied except by agreement in writing.

## 25 Applicable Law

25.1 These Terms of Business and each Statement of Work will be governed by and construed in accordance with the laws of England and Wales and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with any Engagement.