



## **Terms And Conditions Of Trading**

### 1. Definitions

1.1 In these terms and conditions:

"Authorised representative" means a Director of Bow Tie Television.

"Client" means the person, firm or company for whom Bow Tie Television are providing services.

"Client's Material" means all video tapes, films, artwork or other materials or machinery of any nature supplied to Bow Tie Television by the Client.

"Event of Default" means the making of an arrangement or composition with or general assignment for creditors; becoming insolvent; suffering the appointment of an administrator or an administrative receiver over any assets; the passing of a resolution or presentation of a petition for the winding-up (except for purposes of reconstruction or amalgamation) or making of an administration order; doing or suffering any other act or event by whatever designation it may be known; ceasing or threatening to cease to carry on business; being unable to pay debts as they fall due for the purposes of Section 123 of the Insolvency Act 1986.

"Bow Tie" means Bow Tie television, the trading name of Bowtie Television Limited.

"Bow Tie Material" means all video and audio signals, recordings, video tapes, films, artwork or other materials produced for the Client by Bow Tie.

1.2 The headings in these terms and conditions are inserted for clarification only and shall not affect the meaning or interpretation of these terms and conditions.

### 2. LIABILITY RISK AND INSURANCE

2.1 All Client's Material and Bow Tie Material remains at the Client's risk. It is the Client's sole responsibility to insure all Client's Material (Production Insurance or equivalent) against all risks to its full value (including any consequential loss or damage) and Bow Tie accepts no liability whatsoever for any loss or damage caused by the default or negligence of its staff, agents or sub-contractors other than that of the value of raw material.

2.2 Bow Tie will not be held liable in contract tort or otherwise for any increased costs or expenses, any loss of profit, business, contracts, revenues or anticipated savings or for any special indirect or consequential damage arising from failure to meet deadlines or from circumstances or events beyond the reasonable control of Bow Tie including but not limited to mechanical breakdown and staff illness.

### 3. PURCHASE ORDERS AND PRICES

3.1 All orders for work should be submitted on the client's official order form or headed note paper ("Order"), but the client agrees that all Orders and contracts etc. undertaken by Bow Tie shall be governed by these terms and conditions and not by any other terms and conditions contained or referred to in the Client's Order or elsewhere.

3.2 When a Client wishes work to be charged to a third party, Orders in respect of such work should be accompanied by an Order or letter from the third party confirming the fact otherwise the Client placing the Order will be charged. Notwithstanding the charge to the third party the Client will remain responsible to Bow Tie for the payment and these terms and conditions will apply.

3.3 Unless a written quotation has been supplied by Bow Tie, work will be charged as per Bow Tie rate card current at the date when the order is received plus value added tax at prevailing rate.

3.4 Bow Tie shall be under no liability in the respect of any Order until it has been accepted in writing by an authorised representative of Bow Tie.

3.5 The Client should ensure the accuracy of the terms in the Order. Any extra time or expense incurred as a result of the changes requested by the Client to the required work will be chargeable to the Client.

### 4. PAYMENT

4.1 Clients who do not have a credit account may be required to pay all, or one half, of the anticipated invoice value upon receipt by Bow Tie of the relevant Order with the balance (if any) being payable in full before the start of the programme recording or transmission. Where a credit account has been established for the Client, payment shall be made by the Client within one calendar month of the date of Bow Tie invoice, time being of the essence.

4.2 Any concession made by Bow Tie to the Client concerning discounts or special rates must be contained in a separate confirmatory letter to the Client signed by an authorised representative of Bow Tie. Any discounts or special rates agreed are conditional upon payment being made by the Client within one month of the date of Bow Tie invoice and failure to observe this will render the Client liable for payment at Bow Tie full rates as shown on Bow Tie applicable rate card without discount.

4.3 Without prejudice to any other of its rights, Bow Tie reserves the right to charge interest on the outstanding balance of all overdue accounts at 5% per annum above the prevailing Barclays Bank plc base rate. In the absence of any instructions to the contrary from the Client, Bow Tie may appropriate any payments by the Client to such debts as Bow Tie thinks fit.

### 5. CONFIDENTIALITY

The Client shall treat all information concerning the business of Bow Tie acquired by it or during the course of doing business with Bow Tie as confidential except to the extent that the information:

5.1 is now or shall hereafter have entered the public domain otherwise than as a consequence of an unauthorised disclosure by the Client or by any third party or

5.2 is rightfully and without restriction on disclosure or use known to the Client prior to the date of disclosure by Bow Tie to the Client or

5.3 is required by law to be disclosed

### 6. CANCELLATION OF ORDERS

No order can be cancelled without the prior written consent of Bow Tie and as a condition of any such consent Bow Tie reserves the right to charge the Client as follows:

6.1 Cancellation of orders that have been confirmed verbally or in writing by the client - 100% of the Order value.

6.2 Cancellation of orders that have been provisionally booked verbally or in writing by the client - 0% of the Order value.

7. COLLECTION AND DELIVERY

7.1 At the Client's request, expense and sole risk, Bow Tie may (at all times having absolute discretion as to whether or not it shall provide the service) arrange to collect or despatch the Client's Material or the Bow Tie Material as appropriate (for the purposes of this clause hereinafter referred to together as "the Materials") to or from an address specified by the Client provided that it shall be the Client's sole obligation to insure the Materials in transit.

7.2 Delivery shall be deemed to take place when the Materials are delivered to or collected by the Client at the address nominated for delivery or collection as appropriate. Risk in the Bow Tie Materials shall pass to the Client at the moment of leaving Bow Tie premises or recording location or, in the circumstances set out at clause 7.4 below, notification that the Materials are ready to be delivered or collected.

7.3 Bow Tie shall use all reasonable efforts to deliver the Materials in accordance with quoted times. Any time quoted for delivery shall not be of the essence but shall merely be an estimate and Bow Tie shall not be liable for any loss or damage consequential or otherwise arising from late delivery howsoever caused.

7.4 If for any reason the Client cannot accept delivery or collect the Materials at the time when the Materials are due and ready for delivery or collection Bow Tie may elect to store the Materials pending their actual delivery or collection. The Client shall be liable to Bow Tie for the costs (including insurance) of such storage but Bow Tie shall be under no obligation to insure the Materials and the risk of any loss or damage to the Materials howsoever arising shall be borne by the Client.

7.5 The Client shall inspect the Bow Tie Materials immediately on delivery or collection thereof and shall within 7 days of such delivery or collection give written notice to Bow Tie of any matter or thing by reason whereof the Client may allege that the Bow Tie Materials are not in accordance with the Order or are defective in material or workmanship. In the event that the Client establishes to Bow Tie reasonable satisfaction that the Bow Tie Materials are not in accordance with the Order or are so defective the Client's sole remedy shall be limited as Bow Tie may elect to the replacement or repair of the Bow Tie Materials or the refund of any monies already paid by the Client in relation to the Bow Tie Materials against return of the Bow Tie Materials.

8. GENERAL LIEN

Bow Tie shall have a general lien upon all Client's Materials in Bow Tie possession for any sum due or to become due to Bow Tie from the Client whether in respect of the particular Order or otherwise. Bow Tie general lien on Client's Materials in its possession shall continue until all liquidated sums owed by the Client to Bow Tie on any account or grounds have been paid.

9. RETENTION OF TITLE

9.1 Notwithstanding the passing of risk in the Bow Tie Materials in accordance with clause 7, and notwithstanding any agreed terms of payment, legal title to the Bow Tie Materials shall remain with Bow Tie until such time as Bow Tie has received payment of the full price of all Bow Tie Materials the subject of any agreement between Bow Tie and the Client whereupon such title shall pass to the Client.

9.2 Where the Materials are delivered to the Client prior to the time when title thereto passes to the Client, the Client shall until such time hold the Bow Tie Materials as a fiduciary agent of Bow Tie and shall accordingly remain liable to account to Bow Tie for the Bow Tie Materials and shall store the Bow Tie Materials in such a manner that they are distinct from other goods and clearly designated as the property of Bow Tie. Any resale may only be made with the prior written consent of Bow Tie which shall be given on condition inter alia that the Client shall do so as principal and without creating any relationship disclosed or undisclosed between BOW TIE and the customer of the Client and further that the proceeds of such sale tangible and intangible (and including without limitation insurance proceeds) shall, to the extent that they are equivalent to the price at which the Bow Tie Materials were invoiced by Bow Tie to the Client, be held on trust for Bow Tie and shall not be mingled with any other monies and shall be placed in a separate account so that at all times they shall be readily identifiable.

9.3 Until payment has been made by the Client in full neither the Client nor any other person shall acquire a lien or any other right over the Bow Tie Materials.

9.4 Notwithstanding the retention by Bow Tie of legal title to the Bow Tie Materials, risk in the Bow Tie Materials shall pass to the Client as provided in clause 7 and the Client shall arrange for Bow Tie' interest in the same to be noted on all relevant insurance policies.

9.5 Notwithstanding the retention by Bow Tie of legal title to the Bow Tie Materials or any part thereof, Bow Tie shall at all times be entitled to pursue an action for the price of the Bow Tie Materials or any part thereof or for any further sums due from the Client.

9.6 Until such time as the legal title in the Bow Tie Material passes to the Client (and provided the Bow Tie Materials are still in existence and have not been resold) and upon the happening of an event of default Bow Tie shall be entitled without prejudice to its other rights under these conditions to enter upon any land or premises where the Bow Tie Materials may be for the time being to recover possession of them.

10. TERMINATION

In the event that the Client is in breach of these terms and conditions or commits an event of default or Bow Tie reasonably apprehends that an event of default or breach is about to occur in relation to the Client and notifies the Client accordingly, then Bow Tie shall have the right (without prejudice to any other rights and remedies)

10.1 to suspend or withhold further deliveries of Bow Tie Materials so long as the default continues and/or

10.2 to serve notice on the Client that unless all sums due under the contracts and any other contracts are paid forthwith it will cancel the Order and any other contract with the Client and if payment is not made forthwith thereafter Bow Tie may treat the contract and also at its option any other contract whether for any remaining instalments or otherwise as repudiated and determined and recover damages accordingly.

10.3 Exercise any of the rights and remedies available to it under clause 9 above.

11. COPYRIGHT

11.1 All Orders for work of any nature are accepted by Bow Tie on the understanding that all rights to reproduce the Client's Material supplied to Bow Tie are held by the Client or that the Client has the authority of the owner to reproduce such material and the Client shall indemnify Bow Tie against all claims arising from any breach of copyright inadvertently committed by Bow Tie as a result of the Client's breach of this condition.

12. GOVERNING LAW

These terms and conditions are subject to the laws of England and Wales and all disputes arising out of and in connection with any agreement between Bow Tie and the Client shall be subject to the jurisdiction of the Courts of England and Wales.