

Terms and Conditions

1. General

1.1 In these terms and conditions the following words shall have the meanings given to them below:

- i. **"Agreed Fee"** means all Agreed Prep/Recce/Tech Day, Shoot Day, Show, Usage, Additional Usage fees payable by the Client to the Production Company in respect of Agreed Booking;
- ii. **"Agreed Usage"** means the use to which the Images can be put by the Client as specified in the Quotation;
- iii. **"Agreed Usage Fee"** means the fee payable by the Client to the Production Company in respect of Agreed Usage;
- iv. **"Agreement"** means the Quotation and these Terms and Conditions and any amendments or additions to the same which set out the agreement between the Client and Alchemy FZ-LLC in relation to the Assignments;
- v. **"Assignment"** or **"Assignments"** means all individual Services booked by the Client as set out in the Quotation and any amendment order, variations or additions to the same;
- vi. **"Quotation"** means the specifications of the Services to be provided under each Assignment as may be determined by Alchemy FZ-LLC from time to time and attached to these Terms and Conditions;
- vii. **"Client"** or **"Clients"** shall mean any person or company retaining the services of Alchemy FZ-LLC and shall include their respective assignees, sub-licensees and successors in title.;
- viii. **"Days"** means working days. Shoot Duration includes all shoot, travel, recce, preparation or test days. Shoot is defined as the number of confirmed days whether the job is undertaken as a whole or in separate parts.
- ix. **"Expenses"** means all expenses wholly, reasonably and properly incurred by the Production Company in providing the Services, including the cost of raw materials and transport;
- x. **"Fees"** means the Production Company's fees in respect of the Services as set out in the Quotation;
- xi. **"Force Majeure"** means in relation to either Party, any circumstances beyond the reasonable control of that Party including without limitation, any act of God, strike, royal demise, lock-out or other form of industrial action;
- xii. **"License"** means a royalty-free license given by the Photographer/DOP to Alchemy FZ LLC and/or the Clients to use the Photographs/Film in accordance with the Quotation and these Terms and Conditions;
- xiii. **"Local Purchase Order"** means the Client's order form [from its accounts department];
- xiv. **"Production Company"** means Alchemy FZ-LLC, a limited liability company incorporated under and in accordance with the laws in force in the Dubai Technology, Electronic Commerce & Media Free Zone, United Arab Emirates ("UAE"), and all its affiliates;
- xv. **"Research Material"** means any photographs, maps, pictures, diagrams, books, letters or information either verbal, written or electronically stored relating to the commission;
- xvi. **"Services"** means the production services to be provided to the Clients by Alchemy FZ LLC in the delivery of the Assignments;

1.2 These Terms and Conditions are attached to and made a part of the Quotation between Alchemy FZ-LLC and the Client and shall apply to the Assignment and the Services and any Quotations given in respect of the Assignments. If there are any discrepancies between the Terms and Conditions and the Quotation, then the Quotation is the prevailing document.

2. Research

Where Alchemy FZ-LLC have incurred unavoidable expenses in the course of research at the request of the Client, those expenses shall be payable whether or not the Commission is confirmed or not.

3. Weather Days

Any shoot day which is postponed due to weather conditions will be billed at 100%.

4. Quotation and Approval

4.1 This Quotation is valid and open for acceptance for a period of thirty days from the date of this Quotation, after which it is subject to cost variation.

4.2 An Assignment can only go ahead with a LPO.

4.3 Payment terms must be clarified in advance.

5. Hours

5.1 The Agreed Shoot Day Fees will be agreed between the Production Company and the Client and specified in the Quotation.

5.2 The Agreed Shoot Day Fee for crew and talent is based on the following duration periods for Shoots:

Production Crew:

Film/Video Crew: Full day – 12 hours.

Talent:

Adults & Children: Full day – Stills – 8 hours.

Adults & Children: Half day – Stills – 4 hours.

Adults: Full day – Film/Video – 10 hours.

Children: Full day – Film/Video – 8 hours.

Adults: Half day – Film/Video – 5 hours.

Children: Half day – Film/Video – 4 hours.

5.3 There will be no rebate on the Agreed Shoot Day Fee if the Shoot is less than the period of time specified in the Quotation Form.

5.4 An overtime rate of 15% of the Shoot Day Fee per hour will apply to all Bookings exceeding the duration periods set out in Clause 5.2 above. All overtime will be on an hourly basis and will be rounded up to the nearest hour at the rate specified in the Quotation.

5.5 A special rate calculated at 150% of the Agreed Shoot Day Fee plus overtime will apply for all Services performed between 2400 and 0900 hours and will be specified in the Quotation.

6. Model/Location/Photographer's/DOP Release Forms

If the Client requires a Model/Photographer's release form, the Client must ensure that Alchemy FZ-LLC have been sent it so they can inform relevant Parties prior to the shoot.

7. Props and Wardrobe

Props and Wardrobe will become property of Alchemy FZ-LLC unless requested otherwise in writing prior to the shoot.

8. Usage

8.1 The Agreed Usage for the images or film will be specified on the Quotation.

8.2 If the Client is acting on behalf of their Client it is their responsibility to pass on Usage restrictions to their Client.

8.3 Usage time will begin from the date of first insertion or 60 days from shoot date. Whichever comes first, unless otherwise stated. All other rights reserved.

8.4 The Production Company reserves the right to use the images for self-promotion once the Image has been released.

- 8.5 Copyright retained by Photographer/DOP unless agreed in writing prior to the booking.
- 8.6 Usage rights granted only upon full timely payment of final invoice.
- 8.7 Rights granted are to final composed image only unless otherwise stated.

9. Image Release

If the Client has outstanding bills over their credit limit, the high resolution images/film will be held until payment has been made.

10. Electronic Storage/Archiving

- 10.1 Neither Alchemy FZ-LLC nor the Photographer/DOP is responsible for maintaining, archiving, or storing any original or back-up copies of any photographic, video, film, digital or other files, regardless of format unless agreed and quoted for.

11. Digital Processing / Transfer

Video: Includes transfer of rushes onto drive as R3D files (RED) and MP4 (Canon 5D). Stills: Includes RAW processing, basic retouching of spot marks and leveling of colours only.

12. Client Confidentiality

- 12.1 Alchemy FZ-LLC will keep confidential and will not disclose to any third Parties or make use of material or information communicated to it in confidence for the purposes of the Commission, save as may be reasonably necessary to enable Alchemy FZ-LLC to carry out its obligations in relation to the Assignment.

13. Indemnity

- 13.1 Subject to clause 13.2 and 13.3, each Party will indemnify the other against all expenses, damages, claims and legal costs arising from any breach by the indemnifying Party of its obligations or warranties under this Agreement.
- 13.2 In no circumstances is a Party to be liable for any indirect or consequential loss or damage suffered by the other or any other person arising out of, in connection with or relating to the performance, breach or non-observance of this Agreement by that Party. Each Party agrees that loss of profits or loss of business opportunities, however occurring, will constitute indirect or consequential loss or damage.
- 13.3 Both Parties agree that their individual liability to indemnify each other under clause 13, or any matter relating to this Agreement, will be limited to the Fee.
- 13.4 The Client shall be responsible for the health and safety of all personnel providing services to Alchemy to create the Materials. The Client must maintain adequate insurance cover to underwrite its obligations to the personnel and indemnifies Alchemy in respect of any claim by, for and on behalf of, the personnel for loss or damage in these circumstances.
- 13.5 Alchemy cannot be held responsible for negligent, unauthorised or illegal actions or conduct of its personnel during the Shoot Dates.
- 13.6 The Production Company shall only be responsible for obtaining any clearances in respect of third Party copyright works, trade marks, designs or other intellectual property if this has been expressly agreed in writing before the Assignments.
- 13.7 In all other cases the Client shall be responsible for obtaining such clearances and will indemnify and keep the Production Company indemnified against any and all expenses, damages, claims and legal costs arising out of any failure on the Client's part to obtain such clearances.
- 13.8 The Client shall indemnify and keep the Production Company fully indemnified against any third Party claims for infringement of intellectual property rights where the inclusion of these in the Assignment was made upon the request of the Client.

14. Payment

- 14.1 Unless stipulated in writing on the Quotation. Seventy-five percent (75%) advances are payable immediately upon signing of agreed Quotation and

in advance of the start date of the research and/or shoot unless otherwise stipulated on the Quotation.

- 14.2 Unless otherwise stipulated on the Quotation. Payment by the Client in respect of the Assignment shall be made within 30 days of the issue of the invoice in respect of that Assignment. If the invoice is not paid in full within 30 days the Production Company reserves the right to charge interest at the rate of 5% per annum from the date payment was due until the date payment is finally made.
- 14.3 All invoices will be issued in the name of the Client and will be addressed to the individual responsible for making the Booking, unless otherwise agreed.
- 14.4 The Client is responsible to inform the Production Company before Quotation/Quotation approval if there is a 3rd Party responsible for the payment of the Booking. The Client is to supply the contact details of the individual responsible for making the payment.
- 14.5 All Agreed Fees are payable regardless of whether or not the Client ultimately uses the Images/Film.
- 14.7 The Client shall have no right to use any of the Images/Film taken under a Booking until all Fees have been paid in full in respect of not only that Assignment, but all other Assignments. Transfer of copyright is reserved until final payment is received. All fees are payable regardless of whether or not the Client ultimately uses the images.

15. Expenses

All figures provided are estimates and not a quotation, and the Client should therefore allow a 10% contingency budget in all cases. The Production Company will work within the agreed quotation ceiling, but individual costs within the estimate may vary at his/her discretion to enable the most effective pursuance of the Assignment brief. Where additional expenses or time are incurred by the Production Company as a result of alterations to the original Assignment brief by the Client, or otherwise at the Client's request, the Client shall be liable to pay such extra expenses or fees, at the Production Company's normal rate, in addition to the original quotation agreed.

16. Rejection

If the Client is not present during the Assignment then the DOP's/Directors/Photographer's interpretation of the Assignment brief is deemed acceptable to the Client. There is no right to reject on the basis of style or composition. In the event of any rejection, Fees payable to the Production Company should be 100% of professional fees estimated or the stated Base Use Rate per day, whichever is greater. The Production Company reserves the right to charge any Expenses to the Client.

17. Cancellation & Postponement

Unless otherwise stipulated on the Quotation the following cancellation terms will apply. If a confirmed Assignment is cancelled or postponed for reasons (including but not limited to unsuitable weather / light) outside the control of the Production Company, the Production Company reserves the right to charge a cancellation fee at the following rates together with all incurred expenses:

- 17.1 Should the production be postponed once preparation has commenced, and then cancelled at a later stage - all preparation costs incurred by Alchemy FZ-LLC to be settled by the client,
- 17.2 Should the production be cancelled 10 days prior to the first shoot date - no cancellation fee is payable, only costs incurred by Alchemy FZ-LLC to be settled
- 17.3 Should the production be cancelled between 9 - 3 days prior to the first shoot day - the client will be responsible for all Supplier cancellation fees imposed on Alchemy FZ-LLC.
- 17.4 Should the production be cancelled 48 hours prior to the first shoot date - 50% of the production quote will be due by the client.
- 17.5 Should the production be cancelled 24 hours prior to the first shoot date - 100% of the production quote will be due to Alchemy FZ-LLC by the client.

The Client agrees that the above provisions are reasonable and will take advise about the advisability of obtaining insurance in relation to cancellation or postponement of the Shoot Dates for reasons outside of the control of the Parties.

The Client should report to the Production Company any complaint about the behaviour of the Photographer/Crew in connection with the Assignment prior to or during the course of the Shoot. The Production Company will not consider complaints in retrospect.

18. Third Party Terms

Bookings of third Party suppliers, including models, are subject to such terms and conditions as these Parties may impose and are available on request. Model fees estimated cover modeling time only and not usage unless otherwise stated on the estimate. Items created specifically for the Assignment shall remain the property of the originator unless agreed otherwise.

19. Variation

These Terms and Conditions shall not be varied except by agreement in writing signed by both Parties.

20. Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties in relation to the Assignment and supersedes all prior oral or written agreements, understandings or arrangements relating to the Assignment. Neither Party shall be entitled to rely on any agreement; understanding or arrangements not expressly set out in this Agreement save for any representation made fraudulently.

21. Test and Experimental Photography

- 21.1 The Client shall not use test and/or experimental photographs of any Model for commercial purposes unless specific arrangements have been made in writing with the Production Company prior to the test Shoot.
- 21.2 The Client will procure that any Photographer engaged by the Client is aware of the condition in clause 21.1 and complies with it.

22. Meals/Travel/Per Diems/Expenses/Travel Insurance/Transport

All Fees are exclusive of the cost of the Photographer/Model/Session Stylist/Crew's meals during the Shoot/Show and travel outside the Emirate of Dubai, for which the Client shall be responsible, unless otherwise stipulated on the Quotation.

23. Insurance

- 23.1 The Client shall be responsible for the entire Crew's health and safety when the Crew is traveling or providing the Services. The Client shall maintain adequate insurance cover to underwrite its obligations to the Crew and shall indemnify the Production Company in respect of any claim by, or on behalf of, the Crew, for loss or damage in these circumstances.
- 23.2 The Client shall insure against the following risks:
 - i. weather;
 - ii. Client's personnel present on shoot;
 - iii. cancellation of production at instigation of the Client; and
 - iv. product's supplied by the Client.
- 23.3 The Production Company shall insure against the following risks on behalf of the Client and payable by the Client:
 - i. Producer's personnel;
 - ii. locations (third Party public liability);
 - iii. equipment;
 - iv. transport; and
 - v. Public liability.

25. Intellectual Property Rights

- 25.1 The Client, if it is the Copyright Holder, agrees to restrict the use and exploitation of its copyright in the Images/Film to the terms of the Agreed Usage.
- 25.2 If the Client is not the Copyright Holder, the Client shall procure that the Copyright Holder is aware of the restriction under clause 25.1 and complies with it.
- 25.3 The Client shall indemnify the Production Company and/or the Photographer for any loss or damage arising from a breach of clause 25.1 by the Client and/or the Copyright Holder.

26. Complaints

27. Liability

- 27.1 The Production Company shall not be liable to the Client for any indirect, incidental or consequential loss or damage, howsoever arising, in connection with the provision of the Services.
- 27.2 In no event shall the Production Company's liability to the Client, howsoever arising, in connection with the provision of the Services, exceed the Fees paid in respect of those Services.
- 27.3 The Production Company's entire liability to the Client in respect of any breach of its contractual obligations, any breach of any warranty, representation, statement or tortuous act or omission including negligence arising under or in connection with any Assignment carried out for the Client shall be limited to the Production Company's Fees in relation to that Assignment.
- 27.4 The Production Company shall not be liable to the Client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Production Company, the Production Company's team or otherwise) which arise out of or in connection with the Assignment.

28. Governing Law and Jurisdiction

This Agreement shall be governed by and be construed and interpreted and take effect in accordance with the laws in force in the Emirate of Dubai. In the event of dispute, these Terms shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai, UAE.

I hereby confirm that I have read, understood and accepted the terms and conditions of Alchemy FZ-LLC.

Date: _____

Signature of Authorized Person: _____

Full Name: _____

Designation: _____

Signed for and on Behalf of:

(Full Name of Company and STAMP)