

## TERMS & CONDITIONS

These Terms and Conditions apply to every order placed with Design Film Digital Solutions Ltd. (Solutions). We're passionate about our customers and making sure that you're happy and so the following sets out the terms and conditions that apply to your order in what we hope is a straightforward and customer friendly way.

### 1. Ordering Products and Services from Solutions

You place an order for our products and services by completing our Booking Form, which is part of this document.

### 2. Our Contract with You

When you place an order, you are offering to buy or rent products and services from us and we will send you an order acknowledgement. However, your order will only be accepted by us once your products and services have been delivered to you. Until then we can decline to supply the goods and services – we will try to ensure that this never happens but we do, however, reserve the right not to fulfill your order for any reason if, for example, we have made an error on the price or similar or we simply can't get hold of the model you need. In the event of these circumstances we will refund you any price you've paid to us. Please note that we reserve the right not to accept an order for any reason and we won't be liable to you or anyone else in these circumstances.

### 3. Product Availability, Description and Pricing

All orders for Products and Services are subject to availability. We will inform you as soon as possible after receiving an order if, for any reason, the Products and Services you have ordered are not available or are subject to any undue delay.

The images and descriptions on our site and in our communication with you are for illustrative purposes only. Every effort is made to ensure the images and product descriptions on our website or any other communication with you are accurate and representative of our products and service. The Products that are delivered to you might vary slightly from the images and descriptions given to you.

All prices are quoted exclusive of VAT and exclusive of any delivery charges unless expressly indicate otherwise. Normally we will not change our charges, however, we may change them at any time, and we will tell you beforehand. For instance, if a mobile data supplier changes their prices for Solutions, we may pass those changes onto you.

### 4. Conditions for Rental of Equipment

The terms in this section apply if you are renting equipment from us as part of your order. The equipment on the rental is the absolute property of the Solutions and the you have no right, title or interest in the equipment, except that it is rented to you for an agreed period, with you accepting responsibility for the safekeeping of the equipment whilst in your possession. The equipment must be returned in the condition in which it was received and in good working order.

All equipment is checked prior to dispatch. It is your responsibility to check the equipment that it is in good working order and undamaged. We will not be responsible for any defects in the equipment

unless notification has been made in writing within 48 hours of delivery. We must know the use of the rented equipment. This is to prevent unacceptable risks being taken with the equipment. It also helps us know that the appropriate equipment is being rented and to offer informal advice about equipment. However, we do not guarantee the rented equipment is suitable for any particular purpose.

You must not assign, transfer or otherwise part with possession of the equipment during the period of the rental without our prior written consent. You will allow us at reasonable times to inspect the equipment including giving access to where the equipment is located. Any intention to take the equipment outside of the UK must be notified in writing to us prior to the rental. We reserve the right to decline the rental for any overseas use.

You shall take proper measures to protect the equipment from theft, damage and other risks. You will not allow the equipment to be used for any abnormal or hazardous assignments without the prior written consent of Solutions. You shall notify Solutions of any change of location of the equipment.

You will be responsible for the safe keeping of the equipment throughout the rental period and will be liable for all loss of or damage to the equipment however caused. You shall not remove any labels from or interfere with the equipment or make any permanent modifications to it. You will only use the equipment in a safe and correct manner in accordance with the operating manual/instructions. You will notify us of any loss or damage to any equipment on rental immediately, and where theft has occurred the Police should be informed. You shall not carry out or attempt to carry out any repairs to damaged equipment without the prior written permission of Solutions.

You shall pay us all costs for repairs to damaged equipment. You shall pay us the full cost of replacing any lost equipment, or any equipment, which in our reasonable opinion is uneconomic to repair, with new equipment of the same or similar specification to that equipment which has been lost or damaged. An administration fee of £150 will be added to each missing part or damaged item.

You shall also without limitation be liable for any loss of rental income resulting from such loss or damage or for the period it takes to effect repairs. Solutions will investigate all losses of whatever value thoroughly. Where the loss is suspected to be by theft, you have an obligation to report the loss to the police and to obtain a crime reference number without unnecessary delay.

Please note that you remain liable for up to the full value of the equipment and we will take whatever action necessary to recover any costs.

## 5. Installation and Collection

You will accept installation of the equipment on the day we first attempts to install. In the event of any damaged, missing or otherwise faulty equipment, you must immediately inform us.

Where we have made an attempt to install the equipment but you have not been present to

provide access, the rental period shall remain as shown on the Order Confirmation, unless otherwise agreed by both parties. You will allow us to enter the property to carry out a site visit and install the equipment. You will also give access to us to maintain the equipment, collect the equipment and remove the equipment if you are not complying with the terms of the contract. Where the property is not owned by you, it is the responsibility of you to obtain permission from the owner and you guarantee that such permission has been obtained. It is your responsibility to obtain planning permission, should this be required and we accept no responsibility for the cost of removal or re-sighting of any equipment if this permission has not been obtained.

The equipment must be made available for collection at the address agreed with us on the day of pickup. If the equipment is not available for pick up, you will be charged a failed collection fee of £350 and may be charged for the extension of any rental. In the event that the equipment is not available for collection within 24 hours of the pickup date, you will be charged a fee equal to a full day's rental for each day that the equipment remains unreturned. A full day's rental is one quarter of the cost of a month's rental.

Where the equipment is not returned to us immediately following the end of the rental period and you failed to either contact us and explain the circumstances, or negotiate an extension to the agreed rental period (and we have confirmed in writing), we will conduct an investigation and may inform the Police and report the equipment as stolen and will take steps to recover the equipment including, but not limited to, charging you for the full price of replacement equipment.

All times or dates quoted for installation of the equipment are given in good faith but are not of the essence of the contract. The installation will take place during Monday to Friday between the hours of 9.00am to 5.30pm unless otherwise agreed in writing between you and us. Delivery shall be made to the premises stipulated in the Order Confirmation.

## 6. Internet Connection

Our systems may require an Internet connection.

### Mobile data

If we provide a data sim with your system, the following conditions will apply:-

We will endeavour to ensure there is a good mobile coverage, but our ability to do so may be affected by a number of factors which are beyond our control, including network over utilisation, geographic or atmospheric conditions, maintenance requirements; and equipment failures. Any coverage maps issued by the network providers are a reasonable estimate of the coverage available in an area, and are in no way any guarantee of network availability or coverage.

Every system will be provided with a sim with a data allowance suitable for the project. However, excess data charges will be the responsibility of the customer. Excess data charges vary depending on the network provider and type of contract.

If you provide your own mobile data sim, we are not responsible for the performance of your data sim. It is possible that we may be able to provide some services if you provide your own data sim.

#### Wired internet connection

If you wish to use our products and services using your own internet connection our systems and services may require a wired connection to your router. Remote support and some other services, for instance live video streaming, may require changes to your router or firewall settings. Solutions are not responsible for the performance of your own internet service or managing your router, firewall or other equipment.

#### 7. Power

Our systems require power. We offer three options:-

##### Mains Power

You are responsible for providing power at the appropriate voltage

##### Solar Power

Some of our systems are powered by solar panels. Solutions will make reasonable endeavours to specify the appropriate wattage for the solar panels for your system, however, we cannot be held responsible for inclement weather, which can affect the performance of our solar systems.

##### Battery Power

Some of our systems are powered by batteries. We will inform you how often batteries need to be changed. You are responsible for re-charging and changing the batteries for the length of the project. We are not responsible for the failure of your system if you do not change the batteries.

#### 8. Website / Portal

We sometimes provide a customer website / portal on a best endeavours basis. We make no guarantees that the service will always be available and that it is free from errors. If password protection is required for the portal, we make no guarantees to the security of the portal.

#### 9. Data Storage

We will store your data on our servers for duration of the rental and for 30 days after the end of the rental period. We perform weekly backups on all your data to ensure that critical files are never lost. However, we are not responsible for lost data, time, income or any other resource due to faulty or non-existent backups.

Please always backup your data for redundancy. The data is backed up on a separate hard drive on a daily and/or weekly basis. We cannot ensure 100% recovery, but we will do our best to recover everything we can.

#### 10. Footage

We will endeavour to create a visually pleasing colour balance but cannot guarantee exact colour matching. It is sometimes impossible to record the exact colour as seen by the human eye. We will be granted complete artistic judgement including in relation to the footage taken and the locations used. Our judgement regarding the locations and extent of footage shot shall be final. Due to the vagaries of the weather it may not be possible to capture all the shots requested.

#### 11. Editing Services

We may provide film editing services as part of the contract on a time and material basis. We call this a TimeBank. The concept is simple and cost effective: prepaid editing services on demand. Central to the Timebank scheme is its flexibility. Editing hours can be “called down” at any time. All you do is contact our support team, agree to the specification of the work and a deadline, and then leave it to us. It’s as simple and easy as that. We make no guarantee as to how quickly we will complete the work once you have agreed the time to spent on the editing project.

#### 12. Ownership of Data

We grant you the entire copyright of the images created in this project. We recognise that you have the unlimited right to edit, copy, alter, add to, take from, adapt and translate all or any of the images after delivery by us and waive the benefits relating to “moral rights” in relation to the project.

#### 13. Support and Maintenance

If you choose to include support and maintenance within the contract, we will provide support during our normal days and hours of business operation. Such support shall include consultation on the operation and utilisation of the camera, communications unit, storage and the website. We will repair or replace rental equipment damaged due to malfunction but excluding damage or theft. We shall endeavour to respond within 8 hours. Calls may be logged using our online system Jobtrack 24-7, 365 days of the year. This will require a User ID and Password, which will be allocated by the us. Support will be valid during the rental period and subject to timely payment of fees.

#### 14. Notifications

We will use our best endeavours to provide automatic email notification should your system fail for any reason. However, we make no guarantees that the service will always be available and that it is free from errors.

#### 15. New Customers

New customers may be subject to an identification verification process to reduce the risk of loss to us. Any information will be treated in the strictest confidence. We reserve the right to refuse the order when we are not satisfied with documents or checks. We also reserve the right to use your information as part of an investigation into any loss of equipment. This clause covers not only your first agreement but also any further agreements with us.

#### 16. Payment Terms

You must pay us in advance and in full before we will deliver, install or provide our products and services. Occasionally we offer credit facilities. We do not grant credit facilities automatically. Should we grant you credit facilities, payment of all charges shall be made strictly within 15 days of the invoice date. We reserve the right to withdraw credit facilities at any time and without notice. You are not entitled to exercise any set-off, lien, counter-claim or cross demand or any other similar right or claim whatsoever

We may withdraw our services to you if you do not make payments on time.

Without prejudice to any other rights you may have we are allowed to charge interest on any unpaid invoices at the rate of 6% per month which will run from the due date for payment until the date when payment in full is received.

#### 17. Order Cancellation

In respect of any order cancelled by you within five full working days of the date of the start of the agreement, you shall be liable to pay to us a cancellation charge equal to half of the total fee. If you cancel within two full working days of the date of start of the agreement, you shall be liable to pay to the Solutions a cancellation charge equal to the total fee.

#### 18. Termination

You may discontinue our service upon not less than 60 days written notice to us. You will be liable for the full fees for the term of contract. We can terminate the ongoing services that we provide to you, if you do not pay us.

#### 19. Limitations of liability

The following are limitations of our liability to you:

In no event shall we be liable to the customer for lost profits, or special or consequential damages, even if we has been advised of the possibility of such damages. Our total liability under this contract for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to us you under this contract.

#### 20. Confidentiality

During the term of this contract and thereafter, we will use reasonable care to prevent the unauthorised use or dissemination of your confidential information.

Reasonable care means at least the same degree of care we use to protect our own confidential information from unauthorised disclosure.

Confidential information is limited to information clearly marked as confidential or disclosed orally that is treated as confidential when disclosed and summarised and identified as confidential in writing delivered to us within 15 days of disclosure.

Confidential information does not include information that:

- We knew before the customer disclosed it
- Is or becomes public knowledge through no fault of us
- We obtain from sources other than the customers who owe no duty of confidentiality to the customer.

#### 21. Offers of Employment

We are an independent contractor, and neither us nor our staff are, or shall be deemed, your employees.

You undertake that no offers of employment will be made to any of our employees or the

introduction of any employee to a third party as a result of work carried out by us on behalf of the you, without our written consent. This will remain in force during the currency of this contract and for a period of 12 months after its termination. Should this occur and result in employment directly or indirectly, you will become liable to pay us a fee of £15,000. Such restrictions shall also apply in respect of any person under contract to provide his or her personal services to us or you.

## 22. Taxes

Our charges do not include VAT or other taxes. If we are required to pay any value added taxes based on the services provided under this agreement, the taxes shall be separately billed to you. We shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by you.

## 23. Legal Fees

If any legal action is necessary to enforce this agreement, we shall be entitled to reasonable legal fees, costs and expenses. Under no circumstances, shall we be liable for any legal fees, costs or expenses that you incur.

## 24. General Provisions

### Complete Contract

This contract together with all exhibits, appendices or other attachments, which are incorporated within it, is the entire contract between the parties. This contract supersedes all prior contracts. In the event of a conflict between the main body of the contract and any attached exhibits, appendices or other materials, then the main body of the contract shall take precedence.

### Modifications to Contract

Modifications and amendments to this contract, including any exhibit, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

### The Contract

Any contract to which these conditions apply will in all respects be constructed and operated according to English law and will be subject to the English courts.

## 25. Notices

All notices and other communications in connection with this contract shall be in writing and shall be given as follows:-

- When delivered personally to the recipient's address appearing on the order confirmation form;
- Three days after posting by certified mail to the recipient's address appearing on the order confirmation form;
- When sent by e-mail to the last e-mail address of the recipient known. It is effective upon receipt provided that a duplicate copy of the notice is promptly posted by certified mail or the recipient delivers a written confirmation of receipt.

You may change its address appearing in the order confirmation form to this contract by giving notice of the change in accordance with this paragraph.

**26. No Agency**

Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

**27. Assignment**

The rights and obligations under this contract are freely assignable by either party. You shall retain the obligation to pay if the assignee fails to pay as required by this contract.