

GENERAL TERMS & CONDITIONS

On behalf of Ioannis Pavlidis (IP Expedition Sound), Production Sound Mixer/Sound recordist & contractors:

This agreement formalises the established work practice & etiquette by which we operate. The following points form the basis of our employment / engagement / assignment, subject to different conditions being agreed to in writing outside the scope of this document.

We enjoy a fair workplace, operate with goodwill and professionalism and hope you view our Terms & Conditions as reasonable. Please negotiate or clarify any points prior to the job.

DEFINITIONS

The Company – Ioannis Pavlidis (IP Expedition Sound) as primary Sound Mixer/Sound recordist

The Equipment – Any sound recording, mixing or associated equipment as supplied by the above

The Hirer – The Production Company or Agency hiring the services of Ioannis Pavlidis (IP Expedition Sound) and associated equipment from the above.

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A. BOOKING PROCESS & LIABILITY

Listed rates are offered as a guide and subject to change with job specifics. Rates quoted are on the basis of a 10-hour daily rate and include 1-hour meal break, unless otherwise agreed. Daily bookings are taken in time-specific 5-hour (half day), 10-hour (full day) & 12-hour (long day) increments, with overtime charged beyond time.

A half day is billed as a full day once hours exceed a 6 hour period. Schedules must adhere to the booked times, as multiple bookings may be held. Jobs wrapping early will be billed as per the original booking.

Bookings are accepted subject to availability and may be Confirmed at the time of booking or placed on Hold / Pencil (TV industry term)

A Hold / Pencil may be cancelled by either party.

A Hold / Pencil is considered Confirmed 48-hours prior to the day of the booking unless cancelled or negotiated. These times are measured by business days, excluding weekends & public holidays.

The onus remains with The Hirer / Production at all times.

Cancellation are recorded via personal contact or recorded message on mobile telephone +44 (0)7972561033, with email at ip@ipavrides.com

Once confirmed **Cancellation Fees apply at the rate of 50% within 48 hours and 100% within 24 hours of the day of the booking.** These times are measured in business days, excluding weekends and public holidays.

The Cancellation fee will be based on the total day rate that would have been charged for labour and kit combined.

B. WORK-DAY & TIMES

Times and timings are measured from Portal to Portal (equivalent to Base to Base in UK TV terms) in all national & international locations, inclusive of lunch, travel & appropriate breaks. The "call time" is measured from the First Requirement of the Day. Wrap is defined as Departure From Final Location.

A Work Day or Overtime Buy-Out is bound by a Limit On Working Hours set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights.

Overtime is measured per hour or part-thereof and applies to all Productions unless specifically negotiated in advance of the shoot commencement.

Overtime applies at the following hourly rates. Personnel quoted inclusive of equipment shall bill at an hourly rate of 1 times the hourly-rate. Personnel quoted separately to equipment shall bill at 1.5 times the hourly-rate. Beyond 14 hours, double & triple time rates apply respectively.

Weather Holds / Pencils or Special Arrangements for being on call can be specifically negotiated.

C. TRANSPORT & MILEAGE

All Tolls, Parking Fees or Public Transportation Charges incurred in the course of Production are billed to The Hirer / Production.

Mileage is charged @ 45p per mile. Mileage and hours accrued during the shooting day are based on a Base to Base basis unless specifically agreed in advance for each specific shoot.

As a business, The Company can no longer give any free mileage due to the spiraling cost of diesel virtually every day and the treatment of vehicles / former mileage allowances / crew driving time by other productions in the recent past.

Transport, in lieu of crew vehicles supplied by The Company, if provided by the Production must meet adequate in safety, comfort & security standards or be negotiated with respect to the nature of the production.

D. EQUIPMENT, RECORDING MEDIA / TAPE STOCK, WARRANTY

Listed equipment is a guide and that brought onto Location is deemed appropriate.

Equipment requests will be adhered to as closely as possible. Where specific models/items are unavailable a suitable replacement will be sought.

No responsibility whatsoever is accepted for equipment rented on behalf of The Hirer /

Production.

For technical failure or loss involving The Company owned equipment, excluding Dry-Hire sales only, the above named shall bear the cost of equipment replacement in London only. For all other Locations the Production shall bear the cost of replacement.

No responsibility offered for lost opportunity, lost imagery or lost sound arising from technical failure.

With Equipment Dry Hire Rental, the Hirer accepts all equipment is in good working order prior to leaving The Company's premises. The Company accepts no liability or responsibility associated with the rental, loss, or use of the equipment once it has left The Company's jurisdiction.

WARRANTY SUB SECTION

The Company gives no warranty The Equipment is fit for any particular purpose.

The Company does warrant that The Equipment supplied is serviced and maintained regularly by proficient service agents to ensure industry standards are met.

The Company recommends that critical backup equipment to be on hand or available nearby and that The Hirer's production insurance covers mechanical breakdown.

The Company shall not be liable for failure to perform due to the inability to obtain materials, shipment delays, acts of God, adverse weather conditions or other conditions beyond the control of The Company.

Mechanical breakdown should be covered in the Hirer's Production insurance. Due to the cost of discovering the cause of faulty integrated circuits, the actual cause of some breakdowns cannot be traced.

The extent of The Company's Liability due to illness, errors, omissions, professional negligence, technical & mechanical failures, and/or effects of crime shall be limited to the equivalent of the Booking's daily fee.

E. WORKPLACE

Productions planning to shoot in hostile environments must advise The Company prior to confirmation. Such environments include exposure to sand, salt, water, dust, biological and chemical agents, civil unrest and declared hostilities.

The Hirer / Production must notify The Company of all reasonably foreseeable risks related to the job.

Equipment damage caused by handling by unauthorized persons or the actions of persons associated with and or employed by the Production will be charged to The Hirer / Production.

Authorization to handle is restricted to senior persons in the camera, sound, lighting & grip departments.

On location, all crew should have access to catering / welfare facilities, be suitably catered for by Production or Crew to be informed of special requirements prior to the shoot.

The Company reserves the right to refuse without penalty to mislead members of the public, contributors or authorities. The Hirer / Production are strongly advised to declare any likelihood of any such method of operation before shooting commences.

In the event of imprisonment, capture, kidnapping, confinement other than for actions considered criminal in or under UK law, The Hirer will be liable to continued payment of equipment rental and crew labour fees beyond the contract period of engagement.

Labour fees will be limited to the daily rate without overtime until such time the release of or the declaration and or presumption of death of the crew by the UK Home Office and their UK government counterparts overseas. In the event of premature declaration, payments will be made up to the release of the crew or in the case of death, UK Home Office forensic opinion on date of death.

Neither The Company or The Equipment supplied may be assigned to a third party or engaged by the hirer to work on any other project.

F. PAYMENT, INVOICING, COPYRIGHT

Payment Terms are strictly 28 Days, or as stipulated on the invoice.

Late Payment may lead to **Late Fees being charged at the rate of 10% of the total of the invoice value per month. Failure to pay within 90 days of the invoice date may result in legal action.**

Original Receipts are retained for The Company's accounts and charges will be itemized on the invoice. Copies of receipts are available on request for production company accounting and verification.

Copyright of all recorded materials in any media format remain the property of Ioannis Pavlidis (IP Expedition Sound) until full & final payment has been received, unless otherwise agreed.

Risk for all "rushes" / recorded material passes on delivery to The Hirer in accordance with UK law. This risk includes all digital media storage once it has left the cameras supplied or operated by The Company as recording devices and hard drives used in post shoot downloading of material. No responsibility is taken for storage of material or goods including "rushes". The Company will not be liable for loss of any kind.

G. TRAVEL

Airport Transfers and/or Airport Parking are billed to The Hirer / Production.

Daily Working Hours & Travel Days are measured on Portal to Portal (Base to Base in UK terms) basis in all national & international locations inclusive of lunch, travel & appropriate breaks.

Travel & Rest Days include zero filming. If shooting takes place on travel days, a full 10 hour day will be charged.

Recce's are welcomed on Travel Days with the provision it is of reasonable duration and the site is en-route or within reasonable proximity of Crew Accommodation.

Accommodation & Transport provided by the Production must meet adequate safety, comfort & security standards or be negotiated with respect to the nature of the project.

H. FOREIGN (VISITING) PRODUCTIONS TO THE UK

Once confirmed, required payment of 50% must be received prior to commencement and final payment including incurred costs is due upon completion of each schedule.

Continuation Of Services beyond the schedule is negotiable.

Discontinuation Of Services within the schedule incurs applicable Cancellation Fees and

immediate transport to Home Base for personnel and equipment.

Scheduled Payments negotiable for long-term projects.

Recorded materials may be withheld until receipt of due payment. When recorded materials are withheld, returns will be arranged upon receipt of payment via the The Hirer's / Production's means & expense. All due care taken, no responsibility accepted for losses.

This agreement is governed by the laws applicable in England and Wales.

I. INSURANCE

The Hirer agrees to fully insure The Equipment against all risks including terrorist acts, customs / govt. agencies, civil commotion, war, military and paramilitary action. It is strongly recommended that your insurance covers subsequent loss of hire / continuation hire charges.

In the case of lost, damaged, impounded, borrowed or stolen equipment, The Hirer / Production shall pay The Company an extra hire charge until such time as the original equipment referred to is appropriately replaced, repaired or recovered. Any extra hire charges shall be paid by The Hirer or their agents to The Company for up to 13 weeks. After 13 weeks equipment will be replaced on a new for old basis.

In the event of any claims covered by production insurance for losses against equipment or vehicles supplied by The Company used pursuant to location filming, these claims will be made on a new for old basis only and will be settled as such.

The Hirer / Production company are responsible for all damages and losses under their insurance if equipment supplied by The Company is left unattended / unsecured in the care and custody of their production team members only. This provision also extends to the vehicles supplied by The Company.

J. RIGHTS / TALENT RELEASE

The Company reserves the right to withdraw services on a Day to Day basis without penalty if the working environment is considered unsafe.

This includes working from and at height, from and with moving vehicles, boats and aircraft, in and around crowd disorder, covert activities and self driving when time pressured or fatigued.

The Company reserves the right to refuse to appear on camera or for voice recordings to be used in the production or in any associated behind the scenes / promotional materials. The right to deny permission to use material where the presence of camera crew are visible or to be reacted to by others by appearing on camera is upheld.

This agreement is governed by the laws applicable in England and Wales.

I hope you view these Terms & Conditions as fair & reasonable. The intricacies of the industry are presented to promote transparency and avoid unnecessary dispute, so please clarify or negotiate any points prior to production. These T and C's are available on letter head hard copy as well on request.