

## TERMS OF BUSINESS

Pendragon Deizgn takes all possible care and works to satisfy the clients requirements, working with integrity and within strictly ethical standards



Take eventing to a new dimension !



## TERMS OF BUSINESS

- 1 Invoices are nett and payable on presentation.
- 2 Fifty percent of the quoted basic cost is payable on commissioning of the project, the balance on preview to client.
- 3 Other costs incurred during project are payable on presentation of invoice.
- 4 € & O€
- 5 In the event of cancellation of the production, Pendragon Deziġns may, at its discretion, invoice the Client for costs incurred in the production, including time.
- 6 Pendragon Deziġn may, at its discretion, recover from the Client any increase in cost of production that occurs between the acceptance and execution of any commission.
- 6A Any work of any nature done 'on spec' or as a pilot proposal on behalf of a client is subject to a fee agreed to by both parties. Should the project not be commissioned, the fee becomes payable.
- 6B Any work of any nature commissioned by client and subsequently not accepted is subject to a rejection fee of between 10% and 50% of the total value of the original quotation, dependant on the amount of time and materials utilized.
- 7 No penalty clause for late delivery will be accepted.
- 8 While every care will be taken, Pendragon Deziġn shall not be held responsible for any loss or damage to client's material. The client shall have no claim of any nature whatsoever whether for any loss or damage sustained by the client of any nature whatsoever or any damage caused to the assets of the client or assets kept on the premises of any third parties in regard to the client's business or sustained by any of its customers, howsoever caused, (gross or otherwise), including act or omission of Pendragon Deziġn, its servants, agents or others from whom it may be liable in law including cancellation or otherwise by its servants, agents or others working on behalf of Pendragon Deziġn. The client is responsible for taking out adequate insurance at his own cost to cover all or any loss or damage arising out of any cause whatsoever to any part of a programme or project including, but not limited to film, recording and video tape, CD/DVD or any other recordable medium, equipment, print material, photographs, set construction and other materials in possession of Pendragon Deziġn or its agents. Should the client fail to take out adequate insurance, Pendragon Deziġn shall not be liable for any loss or damage the client may suffer.
- 9 The client shall indemnify Pendragon Deziġn against any claims, costs and expenses arising out of infringement of copyright, trade marks, patent or design and against any civil or criminal claims brought against Pendragon Deziġn by any third party or authority which relates to the subject matter of the script, photographs, film, artwork, recording or music or any other written, designed or recorded material, including all electronic and digital media, set design and construction.
- 10 Pendragon Deziġns reserves the right to retain a copy of the project for in-house promotional use, except where security of the client information is a prerequisite. This applies also to film and video footage not used in the final production of a television programme if there is an issue of security.
- 11 Where Pendragon Deziġn direct client is acting on behalf of a third party or another organisation, the onus lies on the direct client to ensure that these terms of business are accepted by whomever else is involved.
- 12 Pendragon Deziġn reserves the right to deal directly and openly with any third party involved in the project, particularly an indirect client to ensure that the indirect client's interests are protected.
- 13 The client or client's agent is required to sign acceptance of the terms of this document and initial each page.
- 14 The street address supplied by the client on the quotation and order will be regarded as client's chosen address where notices may be given and documents and legal proceedings may be served. Client must notify Pendragon Deziġn in writing immediately if it's chosen address changes. Any notice to Pendragon Deziġn should be addressed to its head office at 31 Frans Oerder Street, Vorna Valley, Midrand, Gauteng, South Africa, 1686.
- 15 The client irrevocably waives any right it may have to rely on warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise, which are not set forth in this agreement.



## TERMS OF BUSINESS (continued)

16 The parties agree that Pendragon Dezin shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, any of the equipment and services provided by Pendragon Dezin including negligence (gross or otherwise) or any act or omission on the part of Pendragon Dezin. For the purposes hereof, any reference to Pendragon Dezin shall include its servants, agents or contractors or any other person for whose acts or omissions Pendragon Dezin may be liable in law. Although extreme care will be taken by Pendragon Dezin without limiting the foregoing, Pendragon Dezin does not warrant that the equipment and services will be fit for the purposes for which they are to be used by the client (notwithstanding that the use of which the client intends to put the equipment and services is known to Pendragon Dezin).

18 Only Pendragon Dezin shall be entitled, without ( You should give the client notice)notice to the client, to cede and assign its rights and obligations which it may have in terms of this Agreement to any third party.

19 The client shall be liable for all costs incurred by Pendragon Dezin in the recovery of any amounts or the enforcement of any rights which it has hereunder to an attorney and/or counsel whether incurred prior to or during the institution of legal proceedings or if Judgement has been granted in connection with the enforcement of such Judgement. Client consents that Pendragon Dezin may sue in a Magistrate's Court, even if its claim against the client exceeds the jurisdiction of the Magistrate's Court. (If it exceeds a magistrates court jurisdiction you have no choice but to go to high court)

20 Should the client fail, refuse or neglect to make payment of any amounts due and payable in terms of the quotation, Pendragon Dezin shall be entitled in addition to any other rights or remedies it might have in law, to:- immediately cancel the Agreement on written notice; remove its equipment without hindrance; institute an action for damages.

21 If this Agreement is cancelled by the client for any reason whatsoever, more than seven calendar days prior to the booked date of an event, the deposit (if any) will be forfeited to Pendragon Dezin. If this Agreement is cancelled by the client for any reason whatsoever, less than seven calendar days prior to the booked date of an event, the deposit (if any) will be forfeited to Pendragon Dezin and the balance of the contract price as listed on the quotation shall become due and payable by the client.

22 Client shall ensure that all addresses of venues, job dates and equipment specifications are correct. Client undertakes to provide access to the installation site. If access is not provided and installation is not completed by Pendragon Dezin at the stated date, client records that Pendragon Dezin will not incur any liability for any delay as a result. Client shall provide 24 hours continuous security for Pendragon Dezin's equipment for the duration of the period equipment is supplied to the client.. The costs of security will be entirely for client's account.

23 The client warrants that all relevant permits or permissions necessary to hold an event have been granted. Client furthermore confirms that Pendragon Dezin shall in no way be required to apply or obtain any permit or permission from any authority or person whatsoever in order for it to comply with its obligations in terms of this Agreement.

24 Client shall be responsible for any loss or damage to Pendragon Dezin's equipment after erection and installation on site until the equipment is removed by Pendragon Dezin. Insurance - The client is responsible for taking out adequate insurance at his own cost to cover all equipment and materials to be used on location.

25 Client is required to have a representative, medical personnel and electrician available on site when so required by Pendragon Dezin. Should client fail to provide these personnel on request Pendragon Dezin shall not be liable for any delay or injury caused.

26 Payment in full of the under- noted items is the responsibility of the client(unless otherwise agreed in writing)  
Travel - All travel costs for crew, whether by land , sea or air. Travel arrangements are expected to be of a reasonably high standard. Accommodation - All accommodation costs for crew. Accommodation must be of an acceptable standard  
Subsistence - All costs of meals, refreshments, tips, laundry and local travel (in the course of production). Costs of alcoholic beverages and limit to phone calls to be discussed and agreed with Client prior to production. Equipment - All costs incurred in the transport of equipment and props. Crew - If circumstances dictate that crew, additional to those originally specified, are necessary for location filming or staging, the Client is responsible for any costs incurred in transport, accommodation and subsistence, provided the Client is aware of the circumstances.

27 These terms and conditions will be governed by South African law.

28 The client consents to Pendragon Dezin making inquiries about the client's credit record with any credit reference agency and any other party to confirm the details relevant to this Agreement. Pendragon Dezin may also provide credit reference agencies with regular updates regarding how a client manages their accounts, including failure to meet agreed terms and conditions.

29 All quotations are only valid for a period of fourteen (14) days from the date stated on the quotation.

30 All quotations and orders are subject to standard terms and conditions of business.



## TERMS OF BUSINESS (continued)

### Television Productions

- 1 The right is reserved to submit a revised quotation on completion of the final script, or if the original concept of the programme or presentation thereof is changed.
- 2 One draft and one final script is presented to client. Author's corrections to final script are charged to client at an hourly rate.
- 3 The client is liable for additional costs incurred through changes required by client after presentation of quotation; after approval of final script; on completion of filming; after presentation of rough cut approval copy; and after presentation of completed programme.
- 4 Additional costs may be incurred if the presentation of the programme takes place at a location other than at Pendragon Deign Studio
- 5 The client is responsible for any additional cost that may be incurred if scheduled photographic or film sessions cannot take place unless this is due to default by Pendragon Deign. Photographic and film shoots cancelled or postponed due to inclement weather may, at the discretion of the photographer/cameraperson/actors, be subject to extra charge.
- 6 The client is required to approve the script and authorise for recording and filming by signing each page.
- 7 Unless the client attends all recording sessions, location photography or filming and editing, Pendragon Deign does not accept liability, or costs arising there from, due to different creative interpretations of the programme subject matter.
- 8 Pendragon Deign will not accept responsibility for errors arising through non - attendance of the client at recording, film, photographic and edit sessions; the Client will however, be held responsible for any additional costs incurred.
- 9 Recording and film or photographic arrangements cancelled by client at less than forty-eight hours notice will be charged to client account at full rate, prior to which at a pro-rata rate.
- 10 Copyright of the completed programme rests with client, with the exception of music and any other normal and accepted restrictions. Pendragon Deign owns and retains possession of all artwork, photography and videotape or electronically recorded visual material not used in the final programme. The client purchases the final programme only. However, the client may rest assured that Pendragon Deigns will not make use of footage in any other capacity where it reflects or identifies the client's interests, staff or products.

### Event and Exhibition Deign

1. The designer is responsible for the visual aspect of the design only and it is understood that all specifications relate solely to the appearance of the setting and not to matters of safety.
2. The designer can not be held responsible and or liable for the structural integrity of the set and health and safety regulations. These aspects must be approved by the relevant qualified personal
3. The designer agrees to make correcting alterations to any specifications found incompatible with safety specification. Subject to approval of all relevant departments of the venue and the Safety at Sports and Recreational Event bill, Law March 2004.
4. All materials and construction must comply with local and or venue health and safety regulations.

Signed at ..... on the ..... day of ..... 20.....

CLIENT SIGNATURE .....

DESIGNATION .....