

GENERAL TERMS OF BUSINESS

1. DEFINITIONS

In these General Terms of Business:

"Advertiser"	means any client of the Client for whose benefit or use the Licensed Media is commissioned;
"Assignment"	means a commission by the Client of the Principal for provision of Principal's Services;
"Brief"	means the detailed description of the Assignment;
"Client"	means the party commissioning the Principal and includes the Client's affiliates, assignees, and successors in title;
"Confidential Information"	means any information (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence. This includes know-how and information about design, development, specifications, manuals, instructions, customer lists, sales, marketing, promotion, distribution, business plans, forecasts, and technical or other expertise;
"Data Protection Legislation"	means the Data Protection (Bailiwick of Guernsey) Law, 2017;
"Deliverables"	means any deliverables as defined in the Brief. Deliverables do not include raw/unprocessed files or project files;
"Disbursements"	means any costs that the Principal incurs in association with the

	delivery of the Services including, but not limited to, music licensing and third party stock imagery;
"Derivative Works"	work generated or developed following the date of this agreement which is based on the Licensed Media or an underlying work in relation to this (including translations, musical arrangements, dramatisations, fictionalisations, motion picture versions, sound recordings, art reproductions, abridgements, condensations, or any other form in which a work may be recast, transformed or adapted);
"Engagement Letter"	means the letter of engagement sent by the Principal to the Client to record the Client's instructions on a particular Assignment;
"Engagement Terms"	means these General Terms, the Engagement Letter (if any) and the relevant Usage Licence (if any);
"Fee"	means the Principal's fees as set out in the Engagement Letter;
"General Terms"	means the Principal's General Terms of Business from time to time;
"Guernsey"	means the Island of Guernsey;
"Hourly Charge-Out Rate"	bears the meaning stated in clauses 5.6 and 5.7 below;
"Insolvent"	means: <ul style="list-style-type: none"> 1.1 in relation to a body corporate where: <ul style="list-style-type: none"> 1.1.1 it is unable to pay its debts as defined in section 407 of the Companies (Guernsey) Law, 2008 as amended; 1.1.2 it is unable to satisfy the solvency test as defined in section 527 of the Companies (Guernsey) Law, 2008 as amended; 1.1.3 a proposal is made for a compromise or arrangement with its creditors;

	<p>1.1.4 it is declared "<i>en état de désastre</i>", or a creditor takes possession or exercises or attempts to exercise any power of sale;</p> <p>1.1.5 a receiver and/or administrative receiver is appointed;</p> <p>1.1.6 it goes into liquidation or is wound up (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction while solvent);</p> <p>1.1.7 a provisional liquidator is appointed;</p> <p>1.1.8 it is struck off, dissolved or removed from the Register of Companies (whether or not capable of reinstatement);</p> <p>1.1.9 a preliminary vesting order is made in respect of its real property;</p> <p>1.1.10 a judgment is entered against it which is not the subject of any appeal lodged within seven days of the judgment being entered; or</p> <p>1.1.11 anything analogous to or having a substantially similar effect to any of the events referred to above shall occur under the laws of any jurisdiction applicable to a body corporate; and</p> <p>1.2 in relation to an individual including any natural person where:</p> <p>1.2.1 they are declared "<i>en état de désastre</i>" or are the subject of a bankruptcy petition or bankruptcy order; and</p> <p>1.2.2 anything analogous to or having a substantially similar effect to any of the events referred to above shall occur under the laws of any jurisdiction applicable to any individual;</p>
<p>"Intellectual Property Rights"</p>	<p>patents, utility models, rights to inventions, copyright and neighbouring and related rights, Moral Rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and</p>

	be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Licensed Media"	means the still and/or moving images and audio, selected from the Material and licensed for use in accordance with these General Terms;
"Material"	means all video and photographic material created by the Principal pursuant to an Assignment and includes but is not limited to digital and/or analogue video, digital and/or analogue audio, still images, or any other type of physical or electronic material recording either still or moving images and audio. This includes raw/unprocessed and edited material;
"Moral Rights"	means the rights defined in Part IV of the Copyright (Bailiwick of Guernsey) Ordinance, 2005;
"Normal Working Day"	means a day that is not a Saturday or Sunday or any day that is a public holiday in Guernsey;
"Normal Working Hours"	means up to 8 hours (including 1 hour for lunch) falling between 08:00 and 18:00 (Guernsey time) on a Normal Working Day;
"Post-Production"	means the period of time spent editing the Material including, but not limited to, creating back-ups, editing, creation of graphics / on screen text, colour grading, audio mixing, mastering, encoding and sourcing music;
"Pre-Production"	means the period of time in the lead up to Production including, but not limited to, meetings, reconnaissance of shoot location(s), assessing weather and tidal conditions, email, video and verbal communication, risk assessments, script writing and creating shot lists and/or storyboards;

"Principal"	means Mr. James Harrison operating, as a sole trader, the business "Harrison Films";
"Production"	means the period of time spent on kit preparation, travel and capturing/shooting Material;
"Services"	means the Principal engaging in Pre-Production, Production and Post-Production in order to create the Material for the Client in accordance with the Assignment and the Brief and the Principal granting a Usage Licence in respect of the Licensed Media to the Client;
"Type 1 Usage License"	means the Usage Licence specified in clause 14 of these General Terms and in respect of which no additional Fee is required to be paid;
"Type 2 Usage Licence"	means the bespoke Usage Licence specified in clause 15 of these General Terms to be entered into between the Principal and the Client and in respect of which an additional Fee is required to be paid;
"Usage Licence"	means the licence to use the Licensed Media specified in the Engagement Letter, to be granted by the Principal to the Client and being either a Type 1 Usage License or a Type 2 Usage License; and
"Website"	means www.harrisonfilms.gg .

2. GENERAL TERMS

- 2.1 These General Terms are the terms which will apply to all instructions the Principal receives to provide the Services, unless the Principal has agreed in any Engagement Letter to specific variations to them. In the absence of an Engagement Letter, these General Terms shall apply to all instructions the Principal receives to provide the Services.
- 2.2 The current form of these General Terms is available for inspection on the Website.
- 2.3 The Principal reserves the right to change these General Terms from time to time without the prior consent of the Client and may do so whilst providing the Services to a Client on any given matter.

2.4 The Client shall be bound by any change to these General Terms when a copy of the changed document is available for inspection on the Website.

2.5 The Engagement Terms shall not be changed orally or by course of conduct.

3. CONTRACT

3.1 These General Terms, as amended by any specific variations to them in any Engagement Letter, set out the terms on which the Principal will undertake work for the Client.

3.2 Where the Engagement Letter specifies that the Client is receiving a Type 1 Usage Licence, these General Terms, together with any Engagement Letter and the Type 1 Usage Licence constitute the entire contract under which the Principal will provide the Services.

3.3 Where the Engagement Letter specifies that the Client is receiving a Type 2 Usage Licence, these General Terms, together with any Engagement Letter and the Type 2 Usage Licence constitute the entire contract under which the Principal will provide the Services.

4. BRIEF

4.1 The Principal is entitled to assume, unless and until notified to the contrary, that the person(s) who provide the Brief to the Principal have the authority to do so.

4.2 The Principal will usually require:

4.2.1 a Client to provide the Brief in writing; or

4.2.2 a Client to provide the Brief in person, which the Principal will then confirm to the Client in writing.

4.3 Where an understanding of the Brief is set out by the Principal, whether in an Engagement Letter or otherwise, the Client should contact the Principal immediately if the Client disagrees with any element of that understanding.

4.4 The Principal shall not be responsible for any loss, damage, costs or expenses that the Client may suffer or incur as a result of the inaccuracy or incompleteness of the Brief that is given by, or on behalf of, the Client.

5. ESTIMATES AND QUOTES

5.1 The Principal shall, on request, provide an estimate of the Fees and Disbursements likely to be incurred in providing the Services to the Client.

5.2 A Fee estimate is always provided on the strict understanding that it is subject to revision and does not constitute a commitment by the Principal to provide the Services for the estimated Fee.

- 5.3 Where a Fee quotation is provided, this constitutes a proposal by the Principal to deliver the specified Services for a stated Fee.
- 5.4 Any such Fee quotation will detail the Services to be provided and the assumptions or basis on which the quotation is provided.
- 5.5 Fee estimates and Fee quotations shall specify the number and characteristics of Deliverables which the Client shall be supplied with and entitled to use, as well as detailing the Usage Licence and any associated fees. The Client is responsible for checking such Fee estimates and Fee quotations to ensure that they provide for all the Client's requirements including but not limited to Pre-Production, Production, Post-production, Disbursements, Deliverables, the correct Usage Licence(s) and all the technical specifications for the Deliverables.
- 5.6 If the Principal is requested or required to carry out additional work as a consequence of circumstances not disclosed to the Principal or not foreseen by the Client or the Principal, then the Principal shall be entitled to raise an additional fee for such work at the Principal's then-applicable standard Hourly Charge-Out Rate, which is presently £47.50 per hour for Pre-Production, £110 per hour for Production and £65 per hour for Post-Production.
- 5.7 The Principal reserves the right to change this standard Hourly Charge-Out Rate from time to time and the Client shall be bound by any such rate when notified of it by the Principal.
- 5.8 The Client may at any time enquire about the Fees incurred to the date of the enquiry and
- 5.9 the Principal shall provide this information to the Client promptly.
- Unless otherwise agreed in writing, the Client's agreement of shoot date(s) shall be deemed to be acceptance of the Fee estimate or Fee quotation.

6. DISBURSEMENTS

- 6.1 The Client will pay any Disbursements incurred by the Principal in the conduct of the Assignment.
- 6.2 Disbursements may be invoiced as they arise or may be invoiced after a Fee has been rendered.
- 6.3 Where significant or unusual payments to third parties are required the Principal will normally forward the charge to the Client for direct payment or obtain a payment on account from the Client to cover the charge.
- 6.4 If the Principal advances funds on the Client's behalf they will be added to the Principal's invoice.

7. SERVICES

- 7.1 The Principal will provide the Services to the Client in order to complete the Assignment.
- 7.2 The Production will be arranged on date(s) mutually agreed between the Client and Principal.
- 7.3 During the shoot the Principal will take account of the Client's reasonable instructions in respect of the Brief.
- 7.4 If the Client is not present during the shoot then the Principal's interpretation of the Brief shall be deemed acceptable to Client.

8. OVERTIME AND ANTISOCIAL HOURS

- 8.1 Unless otherwise agreed in writing between the Principal and Client, the Principal will work Normal Working Hours on Normal Working Days.
- 8.2 Unless otherwise agreed in writing between the Principal and Client, any hours worked in excess of an 8-hour day on a Normal Working Day may, at the discretion of the Principal, be charged at "time and a quarter" (i.e. 1.25 times the Principal's Hourly Charge-Out Rate).
- 8.3 Unless otherwise agreed in writing between the Principal and Client, any hours worked on a day which is not a Normal Working Day may, at the discretion of the Principal, be charged at "time and a half" (i.e. 1.5 times the Principal's Hourly Charge-Out Rate).

9. CANCELLATION AND POSTPONEMENT OF PRODUCTION

- 9.1 If a confirmed Production is postponed by the Client or Advertiser (with the intention to re-schedule) for reasons outside the control of the Principal (including, but not limited to, unsuitable weather conditions, model unavailability and illness), the Principal reserves the right to charge a postponement fee for each postponed shoot at the following rates together with all incurred Disbursements:
 - 9.1.1 up to 48 hours' notice: 15% of Production day rate; and
 - 9.1.2 less than 12 hours' notice: 50% of Production day rate.
- 9.2 If a confirmed Production is cancelled by the Client or Advertiser (without the intention to re-schedule) for reasons outside the control of the Principal, the Principal reserves the right to charge a fee for each cancelled shoot at the following rates together with all incurred Disbursements and any Pre-Production work already carried out:
 - 9.2.1 up to 48 hours' notice: 75% of Production day rate; and
 - 9.2.2 less than 24 hours' notice: 100% of Production day rate.

9.3 If the Principal is unable to attend a Production shoot, the Principal will endeavour to offer an alternative date at the earliest opportunity, or find a suitable replacement to conduct the Production if the nature of the Production allows.

10. POST-PRODUCTION, ACCEPTANCE AND DELIVERY

10.1 Following completion of Production the Principal will create a back-up of the Material as soon as reasonably practicable, but is not liable for loss of Material.

10.2 If pre-agreed in writing - and relevant to the type of Assignment - during the initial stages of Post-Production the Principal will supply the Client with a passworded online link to view the useable Material.

10.3 Subject to any previously agreed deadlines for Post-Production work the Principal will carry out any such work required as soon as reasonably practicable but cannot guarantee urgent turnaround.

10.4 The Client will be allowed a maximum of two rounds of feedback/change requests on draft versions.

10.5 The Principal requires the Client's written approval/sign-off of any final edit versions before mastering can be done and Deliverables supplied.

10.6 The Client shall pay any additional costs incurred by changes advised after approval/sign-off.

10.7 Unless otherwise agreed in writing between the Principal and Client, the Client shall not be entitled to reject the Material and/or Deliverables on the basis of style or composition.

11. STORAGE OF MATERIAL

11.1 The Material may not be transmitted to any third party by the Client, including for the avoidance of doubt any associated or branch office of the Client, without the prior written permission of the Principal.

11.2 The Principal will endeavour to hold a copy of the Material after the Deliverables have been submitted.

12. INTELLECTUAL PROPERTY

12.1 The Principal retains ownership of all Intellectual Property Rights and Moral Rights in all Material and Licensed Media (and in any Derivative Works which the Principal may create) both in its raw/unprocessed, edited and delivered forms, save that such ownership does not extend to media which may be subject to Intellectual Property Right and Moral Right

ownership by others, such as licensed stock music/video or third party voice-over recordings used within an Assignment.

- 12.2 The entire copyright and all similar rights throughout the world in all the Material and the Licensed Media and ownership of all physical materials created by or for the Principal shall vest in and be retained by the Principal at all times.

13. USAGE LICENSING – GENERAL

- 13.1 Usage licensing is applicable to all Licensed Media created by the Principal.
- 13.2 The Engagement Letter will specify whether the Principal is granting the Client a Type 1 Usage Licence or a Type 2 Usage Licence.
- 13.3 Any Usage Licence to use the Licensed Media shall automatically be revoked if payment in full of both the Fees and Disbursements for an Assignment (or any other sums that are due from the Client to the Principal) are not received by the due date specified in the relevant invoices or if the Client or Advertiser is Insolvent.
- 13.4 The Client is responsible for informing the Advertiser (if any) of the extent and limitations of all Usage Licences.
- 13.5 The Principal may, on occasion and in the Principal's absolute discretion, grant a Usage Licence for existing library Material owned by the Principal to be used by a Client or Advertiser in other projects. Specific Usage Licences and associated fees will be agreed depending on the nature and amount of Material, how and where it will be used, and for how long.

14. USAGE LICENSING – TYPE 1 LICENCE

- 14.1 If the Engagement Letter specifies that the Principal is granting the Client a Type 1 Usage Licence, then the Principal shall grant to the Client a fee-free licence in the form set out in the Schedule to these General Terms.

15. USAGE LICENSING – TYPE 2 LICENCE

- 15.1 If the Engagement Letter specifies that the Principal is granting the Client a Type 2 Usage Licence, then the Principal and the Client shall negotiate a bespoke licence based around the form set out in the Schedule but with the inclusion of the payment of a licence fee.

16. THIRD PARTY RIGHTS

- 16.1 Items (such as props) created specifically for the shoot shall remain the property of their creator unless agreed otherwise in writing.

- 16.2 The Principal shall not be responsible for obtaining any clearances in respect of third party copyright works, trade-marks, designs or other Intellectual Property used in relation to the Assignment or any Usage Licence or extension thereof unless otherwise agreed in writing between the Principal and Client prior to the shoot.
- 16.3 The provisions of these General Terms are for the benefit of the Principal and the Client and are not intended to confer rights upon any persons other than the Principal and the Client.

17. CREDITS

- 17.1 Where possible and appropriate the Client and Advertiser shall credit the Principal, stating the Principal's business name and Website link.

18. FEES, EXPENSES AND LIABILITIES

- 18.1 In respect of any Services provided to a Client, the Principal reserves the right to charge that Client with and invoice that Client for the Principal's:
- 18.1.1 Fees; and
 - 18.1.2 Disbursements.
- 18.2 The Principal's Fees and Disbursements may be subject to tax. Each Client shall be responsible for settlement of the Principal's Fees and Disbursements and any tax (including any value added tax or goods and services tax) on those amounts upon presentation of any invoice by the Principal.
- 18.3 If the Client fails to pay the Principal's Fees and Disbursements when due, the Principal may cease to act for the Client pending payment in full or terminate all or any part of the Engagement Terms between the Principal and the Client. Each Client shall promptly on demand indemnify the Principal against all liability to any third party of the Principal in carrying out any Services for that Client (notwithstanding any termination of any Engagement Terms).
- 18.4 To the extent that the Principal has, on behalf of any Client, instructed a third party in connection with the provision of any Services to that Client:
- 18.4.1 that Client shall be solely responsible for the fees and expenses of such third party; and
 - 18.4.2 provided the Principal has exercised reasonable care in selecting such third party, the Principal has no responsibility to that Client or any other person for any act or omission of such third party.

- 18.5 If any Client comprises more than one person, the obligations of those persons to the Principal under the Engagement Terms with those persons are joint and several.
- 18.6 Where the Principal is instructed by or on behalf of a Client in its capacity as the trustee of a trust (whether such capacity is expressed or not), the Client, in its own capacity, agrees to pay all of the Principal's Fees and Disbursements not paid by it in its capacity as trustee.

19. PAYMENTS

- 19.1 Invoices for Fees and Disbursements may be rendered as and when the Principal regards it as appropriate and, without prejudice to the generality of the foregoing:
- 19.1.1 if there is a delay of one month or more between agreed Pre-Production work and Production, the Principal reserves the right to invoice the Client for the Pre-Production element of the Fee and for any Disbursements already incurred by the Principal;
- 19.1.2 the Principal reserves the right to invoice for Disbursements prior to completion of the Assignment; and
- 19.1.3 Fees and any Usage Licence costs negotiated by the Principal are payable regardless of whether Licensed Media are in fact used by the Client or the Advertiser. Payment of Fees and Disbursements is due 14 days after presentation of the Principal's invoice unless the Principal has otherwise agreed in writing.
- 19.3 Any funds received from the Client will be applied in settlement of the Principal's outstanding invoices in date order.
- 19.4 Unless otherwise agreed in writing by the Principal, the Principal will invoice for Fees and Disbursements in Sterling.
- 19.5 If the Principal renders an invoice in a currency other than Sterling, the Principal reserves the right to recover from the Client any currency exchange losses that may be incurred in the event that payment is not made when due in accordance with these General Terms.
- 19.6 The Client will be responsible for the settlement of the Principal's Fees and Disbursements unless the Principal has waived them in writing. No:
- 19.6.1 agreement by the Principal to invoice or send the invoice to a third party; or
- 19.6.2 acceptance by the Principal that a third party has agreed to pay the Fees and Disbursements; or
- 19.6.3 acceptance by the Principal that the Client is insured,
- shall be construed as a waiver of the Client's primary responsibility to settle the Principal's Fees and Disbursements.

20. INTEREST ON LATE PAYMENT

- 20.1 The Principal's invoices are payable 14 days after presentation.
- 20.2 The Principal reserves the right to charge interest on unpaid invoices, such interest to be compounded quarterly from the date of the invoice to the date of payment accrued daily at a rate of two percentage points above the Royal Bank of Scotland International Limited base rate from time to time.

21. COMMUNICATION

- 21.1 The Principal may communicate with each Client in writing, by telephone and/or by e-mail and the Principal accepts no liability for:
- 21.1.1 any delay, misdirection, corruption, interception, loss or failure, or for any unauthorised redirection, copying or reading of any communication sent by mail, facsimile or email; or
- 21.1.2 the effect on any computer system of any e-mail or e-mail attachment or virus that may be transmitted by the Principal or similar issues which may arise from that correspondence. The Principal is entitled to accept instructions on behalf of a Client from any person(s) believed by the Principal (acting reasonably) to be acting on behalf of that Client.
- 21.2 Anything sent by e-mail which does not relate to the official business of the Principal is neither given nor endorsed by the Principal.

22. DATA PROTECTION

- 22.1 The Principal is committed to ensuring client data is kept confidential and held in accordance with the Data Protection Legislation.
- 22.2 The Principal has stated his privacy policy on the Website and applies a standard based on the requirements of the Data Protection Legislation.
- 22.3 The privacy policy details how the Principal processes data and the rights of individuals in respect of their data. Each Client should ensure that the privacy policy is provided to any individuals whose personal data is provided to the Principal by the Client and the Client is satisfied that there is a legitimate basis under any applicable data protection legislation for providing such personal data to the Principal.
- 22.4 The primary data controller in relation to this engagement is the Principal.

23. CONFIDENTIALITY

- 23.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after the expiry or termination of this agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, nor any of the terms of this agreement, except as permitted by clause 23.2.
- 23.2 Each party may disclose the other party's Confidential Information:
- 23.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 23.2; and
- 23.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 23.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

24. BRIBERY AND CORRUPTION

- 24.1 The Principal is committed to acting professionally, fairly and with integrity in all of his business dealings and relationships and the Principal does not tolerate bribery and corruption of any sort.
- 24.2 Where the Principal is aware of or suspects the occurrence of any bribery or corruption in connection with the Client or any matter on which the Principal acts for the Client, the Principal may decline the instructions or terminate the Engagement Terms with the Client at the Principal's discretion.

25. LIMITATION OF THE PRINCIPALS' LIABILITY

- 25.1 The Principal's aggregate liability in contract or tort (including negligence) or under statute or otherwise, for any loss (including direct loss and indirect or consequential loss and including loss of business or profits), liability or damage suffered by the Client or any other person that may arise from or in connection with the Services, shall be limited to the total amount of the Fees paid to the Principal in relation to the relevant Assignment.
- 25.2 Any claim made by the Client or any other person in respect of any loss (including direct loss and indirect or consequential loss and including loss of business or profits), liability or damage

arising from or in connection with the Principal's Services, whether in contract or tort (including negligence) or under statute or otherwise, must be made:

25.2.1 where the Principal's Services have been delivered, within three years of the date on which the work giving rise to the claim was performed; and

25.2.2 if the Principal's Services have been terminated, within three years of the date of termination (subject to clause 25.2.1 above),

and in either of these cases that shall be the date when the earliest cause of action (in contract or tort (including negligence) or under statute or otherwise) shall be deemed to have accrued in respect of the relevant claim. For the purpose of this clause 25.2 a claim shall be made when the court or other dispute resolution proceedings are served on the Principal.

25.3 Nothing in these General Terms shall limit or exclude any liability that cannot lawfully be limited or excluded.

25.4 The Principal hereby disclaims any warranties, conditions and other terms on or relating to the Services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

25.5 The Principal shall not be liable for any errors or omissions contained in any materials provided by the Client or the Advertiser including, but not limited to, script, voiceover script, voiceover recording, body copy, headings, images, charts or footnotes.

26. SEVERANCE

Any provision of these General Terms that is prohibited or becomes unenforceable shall be ineffective to the extent of the prohibition or unenforceability but without invalidating the remaining provisions of these General Terms, nor shall it affect the validity or enforceability of that provision in any other jurisdiction.

27. PRIVACY, COPYRIGHT AND INDEMNITY

27.1 Any Material or Licensed Media that the Principal provides to the Client is so provided solely in the context of the Assignment received from the Client and solely for the Client's use.

27.2 The Client shall not rely on any such Materials or Licensed Media in any other context and shall not make such Materials or Licensed Media available to any third party without the Principal's prior written consent.

- 27.3 The Principal assumes no responsibility and accepts no liability in respect of any claim by any third party who or which may use the Materials or Licensed Media, unless the Principal has expressly agreed in writing with such third party that the Principal assumes such responsibility.
- 27.4 Materials that the Principal provides are only to be used by the Client for the specific purpose for which they were provided.
- 27.5 The Client shall not, without the Principal's prior written consent, use such Materials or Licensed Media in any way or for any purpose, neither shall the Client duplicate, amend, vary or adapt the Materials or the Licensed Media in any way or allow the third party so to use the Materials or the Licensed Media, except as the Principal shall otherwise agree in writing.
- 27.6 To the maximum extent permitted by law, the Client hereby undertakes to hold the Principal harmless and to fully and effectively indemnify the Principal and keep the Principal indemnified against all actions, proceedings, claims, demands, damages, costs, expenses claimed or incurred (including legal costs) and other liabilities (including licence fees):
- 27.6.1 arising out of or in connection with any breach by the Client of this foregoing provisions of this clause 27; or
- 27.6.2 by reason of any infringement claim, or alleged infringement claim, of any Intellectual Property rights relating to any failure by the Client to obtain third party clearances or arising out of the use by the Client of the Material or the Licensed Media by the Client or the Advertiser outside the terms of the Usage Licence or otherwise as a result of any breach by the Client or the Advertiser of these General Terms.

28. TERMINATION

- 28.1 Either party will be entitled to terminate these General Terms immediately by giving reasonable written notice to the other if the other party:
- 28.1.1 commits a material breach of these General Terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or
- 28.1.2 is Insolvent.

29. EFFECTS OF TERMINATION

- 29.1 On termination or expiry of these General Terms for whatever reason:
- 29.1.1 the Client shall pay all sums due and owing, the due date for which being automatically accelerated to the date of termination; and

29.1.2 any termination and/or suspension of these General Terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

30. ARBITRATION

All claims and disputes arising from any Engagement Terms may, at the option of the Principal or the Client, be finally settled in Guernsey under the Rules of Arbitration of the International Chamber of Commerce then in force by one or more arbitrators appointed in accordance with those Rules.

31. DISRUPTIVE EVENTS

31.1 In the event of a seriously disruptive event occurring at the Principal's offices or to the Principal's systems, the Principal shall endeavour to restore service as soon as possible.

31.2 In such event there is likely to be some effect on the Principal's service levels.

31.3 The Principal cannot accept any responsibility for any delay caused by such disruption or for any other consequences beyond the Principal's reasonable control.

32. WAIVER

No delay or omission by a party in exercising any right or remedy under these General Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.

33. ASSIGNMENT/SUB-CONTRACTING

33.1 The Client shall not assign, transfer, mortgage, charge, subcontract, sub-license (save to extent permitted in the relevant Usage Licence), delegate, declare a trust over or deal in any manner with these General Terms or any of its rights and obligations under these General Terms without the prior written consent of the Principal.

33.2 The Principal may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under these General Terms.

33.3 The Client shall, at the Principal's request, execute any agreements or other instruments (including any supplement or amendment to these General Terms) which may be required in order to give effect to or perfect any assignment, transfer, mortgage, charge or other dealing referred to in clause 33.2.

34. NOTICES

34.1 Any notice under these General Terms shall be duly given if:

34.1.1 delivered personally; or

34.1.2 sent by pre-paid post, in which case it shall be deemed to have been received 48 hours after posting; or

34.1.3 sent by email, in which case it shall be deemed to have been received when transmitted, or, if this falls outside customary business hours in the place of receipt, when business hours resume.

35. ENTIRE AGREEMENT

The Engagement Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

36. VARIATION

No variation of the Engagement Terms shall be effective unless it is in writing and signed by the parties.

37. RELATIONSHIP

Nothing in these Engagement Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.

38. GOVERNING LAW

The Engagement Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Guernsey.

39. JURISDICTION

Each party irrevocably agrees that the Royal Court of Guernsey shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Engagement Terms or their subject matter or formation.

SCHEDULE 1
TYPE 1 USAGE LICENCE

DATED on the date specified in Part 1 of Schedule 2.

PARTIES

- (1) Mr. James Harrison operating, as a sole trader, the business "Harrison Films" (the "**Licensor**"); and
- (2) the person named in Part 2 of Schedule 2 (the "**Licensee**").

BACKGROUND

- (A) The Licensor is the owner of the Licensed Media (as defined below).
- (B) The Licensor has granted a licence to use the Licensed Media to the Licensee on the terms of this licence.

IT IS AGREED THAT:

1. DEFINITIONS

In this licence:

"Advertiser"	means the person named in Part 3 of Schedule 2;
"Consent Exception"	means where the Client and/or the Advertiser (as appropriate) provides its informed, prior written consent to any use of the Licensed Media by the Licensor;
"Delivery Date"	bears the meaning stated in Part 4 of Schedule 2 or such other date as shall be agreed in writing between the Licensor and the Licensee;
"Delivery Materials"	the materials comprising the Licensed Media, in any electronic or physical form, to be delivered by the Licensor to the Licensee, as described in Part 5 of Schedule 2;
"Derivative Works"	bears the meaning given in the General Terms;
"Engagement Letter"	bears the meaning given in the General Terms;

"Engagement Terms"	bears the meaning given in the General Terms;
"Exceptions"	means the Showreel Exception, the Consent Exception and the Unlicensed Material Exception;
"Fee"	bears the meaning given in the General Terms;
"General Terms"	bears the meaning given in the General Terms;
"Infringement"	bears the meaning stated in clause 10.1;
"Intellectual Property Rights"	bears the meaning given in the General Terms;
"Licensed Media"	bears the meaning given in the General Terms;
"Licensee"	bears the meaning stated in Parties Recital (2);
"Licence Fee"	bears the meaning stated in Part 6 of Schedule 2;
"Licence Period"	bears the meaning stated in Part 7 of Schedule 2;
"Licensee's Terms and Conditions"	bears the meaning given in clause 3.3;
"Licensor"	bears the meaning stated in Parties Recital (1);
"Material"	bears the meaning given in the General Terms;
"Moral Rights"	bears the meaning given in the General Terms;
"Purpose"	bears the meaning stated in Part 8 of Schedule 2;
"Principal"	bears the meaning given in the General Terms;

"Production"	bears the meaning given in the General Terms;
"Release Date"	bears the meaning stated in Part 9 of Schedule 2 or such other date as shall be agreed in writing between the Licensor and the Licensee;
"Services"	bears the meaning given in the General Terms;
"Showreel Exception"	means that the Principal may at any time use the Licensed Media in any form and in any manner worldwide for the purpose of promoting the Services, provided that, in the case of unpublished Licensed Media, the Principal shall first obtain the Client's consent, such consent not to be unreasonably withheld. For the avoidance of doubt, the Principal reserves the right to use the Licensed Media for this purpose whether or not it is incorporated into the Client's or the Advertiser's advertisement or other material or it includes the Client's or the Advertiser's branding;
"Territory"	bears the meaning stated in Part 10 of Schedule 2;
"Unlicensed Material Exception"	means that the Licensor may at any time use Material captured during Production, but which does not become Licensed Media, for any purpose in the absolute discretion of the Licensor; and
"Website"	means www.harrisonfilms.gg .

2. CONTRACT

- 2.1 This licence, as amended by any specific variations to it in the Engagement Letter, sets out the terms and conditions on which the Licensor will license the Licensed Media to the Licensee.
- 2.2 The General Terms, together with the Engagement Letter and this licence constitute the entire contract under which the Licensor licences the Licensed Media to the Licensee.

3. GRANT OF LICENCE

3.1 The Licensor hereby grants to the Licensee, subject to the Exceptions, a non-transferable, exclusive licence to use the Licensed Media during the Licence Period in the Territory for the Purpose.

Practical Guidance for Licensees: this licence is granted in respect of the Licensed Media only. The definition of "Licensed Media" explains that the Licensed Media is selected from the Material. Although the Material may be provided to the Licensee for the purpose of selecting the Licensed Media, the Licensee has no rights to use Material which does not become Licensed Media or Material in its incomplete state.

3.2 The licence granted to the Licensee is strictly limited to, and the Licensee shall use the Licensed Media solely for, the Purpose.

Practical Guidance for Licensees: care needs to be taken in clearly defining the "Purpose". For example, if the Purpose is the provision of Licensed Media to be used in respect of the Advertiser's 2024 advertising campaign, the Licensed Media should not be used in any way for the Advertiser's 2025 advertising campaign.

3.3 The Licensee shall not grant sub-licences, in whole or in part, of any of the rights granted under this license, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent, save that the Licensee may sub-licence the Licensed Media to the Advertiser (if any) provided that before the Licensee delivers any Licensed Media to the Advertiser, it agrees on terms and conditions (the "**Licensee's Terms and Conditions**") with the Advertiser for the use of the Licensed Media that:

3.3.1 requires the Advertiser to reside in the Territory;

3.3.2 requires the Advertiser to comply with all applicable laws in using the Licensed Media;

3.3.3 prohibits reproduction or distribution of the Licensed Media by the Advertiser which violates applicable law; and

3.3.4 contains a reservation for the Licensor of all Intellectual Property Rights, Moral Rights and other rights in the Licensed Media, and requires the Advertiser to acknowledge to the Licensor in writing that:

3.3.4.1 the Licensor has granted, subject to the Exceptions, a non-transferable, exclusive licence to use the Licensed Media during the Licence Period in the Territory for the Purpose;

3.3.4.2 the licence granted is strictly limited to, and the Licensed Material shall be used solely for, the Purpose;

- 3.3.4.3 the Advertiser shall not grant sub-licences, in whole or in part, of any of the rights granted under this license, or sub-contract any aspects of exploitation of the rights licensed to it, without the Licensor's prior written consent;
- 3.3.4.4 the Advertiser may not develop the Licensed Media, or create Derivative Works from it, without the Licensor's prior written consent; and
- 3.3.4.5 the extraction of still images from the Licensed Media is prohibited without the Licensor's prior written consent,

and the Licensee's Terms and Conditions, and any changes to them from time to time, must be approved by the Licensor in advance and before the Licensed Media is made available to the Advertiser subject to their terms.

Practical Guidance for Licensees: the reservation of the Licensor's Intellectual Property Rights, Moral Rights and other rights in the Licensed Media, and the requirement for the acknowledgment from the Advertiser, is designed to prevent the Advertiser from sharing the Licensed Media with a different agent and asking them to re-cut it for a new advertising campaign and thereby avoid the restrictions in this licence, without the Licensor's prior written consent.

- 3.4 The Licensee may develop the Licensed Media, and create Derivative Works from it, to the extent required for the Purpose, save that the extraction of still images from the Licensed Media is prohibited without the prior written consent of the Licensor.

4. LICENSOR'S OBLIGATIONS AND RIGHTS

- 4.1 The Licensor shall use all reasonable endeavours to deliver the Delivery Materials to the Licensee on or before the Delivery Date.
- 4.2 The Licensor shall be at liberty to exercise the Showreel Exception and the Unlicensed Material Exception at any time and in any manner in the Licensor's absolute discretion.
- 4.3 The Licensor may require the Licensee to cease use of all the Licensed Media if it reasonably believes that the Licensee's use of the Licensed Media infringes the Intellectual Property Rights of any third party, or breaches any applicable law or regulation. In this instance, the Licensor may, at his option, either:
 - 4.3.1 provide the Licensee with alternative Licensed Media so as to avoid the infringement (but provide the Licensee with substantially the same features or functionality or specification); or

4.3.2 terminate this licence immediately on written notice in respect of the affected Licensed Media.

5. LICENSEE'S OBLIGATIONS AND RIGHTS

- 5.1 The Licensee shall not overly manipulate the Licensed Media including, but not limited to, the imposition of additional colour grading, without the prior written consent of the Licensor.
- 5.2 The Licensee shall comply with all applicable laws in performing its obligations and exercising its rights under this licence.
- 5.3 The Licensee shall obtain, at its own cost, all clearances, consents and provisions (including from any relevant authorities, collecting societies and other relevant third parties) that are required in connection with its exploitation of the Licensed Media, and shall pay any applicable fees and royalties to any relevant collection societies in accordance with their rules.
- 5.4 The Licensee shall not release the Licensed Media before the Release Date.
- 5.5 The Licensee shall not, and shall procure that the Advertiser (if any) shall not, infringe any Moral Rights that subsist in respect of the Licensed Media.
- 5.6 The Licensee shall ensure that the Licensed Media is kept secure and in an encrypted form, and shall use the best available practices and systems applicable to the use of the Licensed Media to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licensed Media.
- 5.7 If the Licensee becomes aware of any misuse of any Licensed Media, or any security breach in connection with this licence that could compromise the security or integrity of the Licensed Media or otherwise adversely affect the Licensor, the Licensee shall, at the Licensee's expense, promptly notify the Licensor and fully co-operate with the Licensor to remedy the issue as soon as reasonably practicable. The Licensor may suspend the Licensee's rights under this licence until the misuse or security breach is remedied.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Principal retains ownership of all Intellectual Property Rights and Moral Rights in all Material and Licensed Media (and in any Derivative works which the Principal may create) both in its raw/unprocessed, edited and delivered forms, save that such ownership does not extend to media which may be subject to Intellectual Property Right and Moral Right ownership by others, such as licensed stock music/video or third party voice-over recordings used within an Assignment.

- 6.2 The Licensee assigns to the Licensor, and shall assign, all other Intellectual Property Rights in any development of the Licensed Media or any Derivative Works it may create, by way of future assignment of copyright and database right, including under clause 3.4. The Licensee shall execute this assignment or confirmatory assignment as the Licensor may require.
- 6.3 The Intellectual Property Rights assigned to the Licensor under clause 6.2 shall form part of the Licensed Media, and of the licence granted, from the date of that assignment.

7. LICENCE FEE

The Licensee is not required to pay a Licence Fee to the Licensor.

8. WARRANTIES

- 8.1 Each party warrants to the other that it has full power and authority to enter into and perform its obligations under this licence.
- 8.2 The Licensee warrants that its use of the Licensed Media and its development and use of any Derivative Works:
- 8.2.1 will not infringe any third party's Intellectual Property Rights in the Territory;
 - 8.2.2 is not defamatory, libellous, obscene, or otherwise unlawful;
 - 8.2.3 does not violate any applicable law, legislation or subordinate legislation; and
 - 8.2.4 does not, to the best of its knowledge and belief, contain any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information.

9. ADVERTISING AND MARKETING

- 9.1 The Licensee undertakes to ensure that its advertising and marketing of the Licensed Media shall not reduce or diminish the reputation, image and prestige of either the Licensor or the Licensed Media.
- 9.2 The Licensee undertakes to procure that the Advertiser's advertising and marketing of the Licensed Media shall not reduce or diminish the reputation, image and prestige of either the Licensor or the Licensed Media.
- 9.3 The Licensee shall bear the costs of all advertising and promotion for the Licensed Media in the Territory.

10. INFRINGEMENT

- 10.1 Each party shall promptly notify the other of any actual or suspected infringement of the Licensed Media within the Territory that comes to its attention ("**Infringement**").
- 10.2 The Licensee shall co-operate fully with the Licensor by taking all steps required by the Licensor (in its sole discretion) in connection with any Infringement, including, without limitation, legal proceedings in the name of the Licensor or in the joint names of the parties. The Licensor shall be responsible for the cost of any legal proceedings it requires, and is entitled to any damages, account of profits and/or awards of costs recovered. The Licensee shall use its best endeavours to assist the Licensor in any legal proceedings relating to any Infringement.

11. INCORPORATION OF GENERAL TERMS

- 11.1 Clause 16 and clauses 21 to 39 (inclusive) of the General Terms are hereby incorporated into this licence as if they were set out in full *mutatis mutandis* as if:
- 11.1.1 the Licensor was the "Principal" (as defined in the General Terms); and
- 11.1.2 the Licensee was the "Client" (as defined in the General Terms).

SCHEDULE 2

Part	Item	Description
Part 1	Date of licence:	The date on which the Licensor delivers the Licensed Media to the Licensee.
Part 2	Name and Address of Licensee:	The name and address of licensee specified in the Engagement Letter.
Part 3	Name and Address of Advertiser:	The name and address of advertiser specified in the Engagement Letter (if any).
Part 4	Delivery Date:	The date specified in the Engagement Letter.
Part 5	Delivery Materials:	The delivery materials specified in the Engagement Letter.
Part 6	Licence Fee	Zero – no Licence Fee is payable.
Part 7	Licence Period	The Licence is granted in perpetuity.
Part 8	Purpose	The purpose specified in the Engagement Letter.
Part 9	Release Date	The release date specified in the Engagement Letter.
Part 10	Territory	Worldwide.