

ST16 Ltd. Terms and Conditions

Definitions:

“ST16” means “ST16 Ltd.”

“Services” means any services provided by ST16

“Products” means any products supplied by ST16

“Buyer” means the client or customer

Formation of Contract

All goods and services sold/provided by ST16 are supplied subject to these conditions, which shall be the sole terms, and conditions of any sale or supply by ST16 to the buyer. No representative, agent or sales person has ST16's authority to vary, amend or waive any of these conditions on behalf of ST16 and no amendment or addition to any of them shall be deemed to have been accepted unless accepted in writing by ST16.

The buyer may not transfer its rights or obligations under this contract to any other person, firm or company.

ST16 may not change or add to any conditions unless it is reasonable to do so.

Ownership, IPR and Copyright

ST16 retain all intellectual property rights and copyright unless otherwise stated in writing.

ST16 retain ownership of all goods until they have received payment in full.

Charges

ST16 reserve the right to alter costs, if reasonable to do so: The buyer will be notified before the work is completed. All charges are exclusive of VAT unless otherwise stated.

Deposit and Staged Payments

On all projects with a total value of over £500 exclusive of VAT:

- a 50% deposit is required prior to commencing the project, unless otherwise stated.
- Where there is a filming element to the project:
 - A further 25% will be invoiced on completion of filming.
 - The remaining 25% will be invoiced on completion of the project.
- Where there is not a filming element to the project: On all projects with a total value under £500 exclusive of VAT: Will be invoiced on completion.

All payment must be made by cheque or electronic transfer of the invoiced amount, to ST16 within 30 days of the invoice date.

Where a time frame not exceeding 6 months has been agreed at the outset of the project: ST16 reserve the right to charge for all work to date at the end of a six month period.

Cancellation Charges

ST16 reserve the right to charge up to 100% of fees for crew time and out of pocket expenses, including but not limited to pre-booked hotels, where filming is cancelled within 48 hours of a shoot start time.

Where costs in either time or money have already been incurred, ST16 reserve the right to charge up to 100% of the original quoted price, if a quotation is accepted and subsequently cancelled by the buyer.

Please also note 'Liability' section

Mileage

At July '08 this is normally charged at £0.50/mile. Any increases in mileage charges, for example through escalating fuel costs will be notified to the client.

Exception to the mileage rate is in force for hire cars where the cost of the hire plus fuel and any insurance will be charged. ST16 may chose to use a hire car if a special vehicle is required for filming or if the total cost of hiring plus fuel is less than the mileage charge.

Car Parking

Parking and other incidental costs such as tolls will be charged on at cost.

Liability

ST16 will not be liable for:

- Any fault in their products caused by improper use.
- Misuse of anything whatsoever by the buyer, their employees or agents.
- Failure to provide service or product, caused by events outside their reasonable control.
- ST16 cannot be held responsible for the impact of weather or other circumstances beyond the control of ST16.
- If filming is cancelled within 48 hours of a shoot due to circumstances beyond the control of ST16 the client will still be liable for the cost of the full days shoot.
- Any loss or corruption of data, or damage to persons or property arising from the use of ST16 products or services.
- ST16 shall not be liable for any delay in or failure to perform any of its obligations under the contract if the delay or failure is caused by circumstances outside the reasonable control of ST16, and for any failure of any computer system, software or other equipment used by ST16 or any of its suppliers to operate correctly as a result of the approach or advent of any date prior to, during or after the year 2000 shall be regarded as being outside the reasonable control of ST16.
- ST16 shall under no circumstances be liable for any consequential loss (including loss of anticipated profits or third-party claims).



creative media that shapes thoughts and actions

All recommendations and advice given by or on behalf of ST16 are given for guidance only.

Couriers:

Will be charged at cost plus 10% to cover administration, handling and booking.

Quotations:

Are valid for 30 days from the date on the quotation.

While we make every effort to ensure they do not occur, errors and omissions are excepted.

Excess Baggage:

Where charged by an airline will be charged on at cost.