

NICK COADY PROMOTIONS LTD TERMS AND CONDITIONS OF BUSINESS

1. **DEFINITIONS** In these conditions: - 'The Supplier' means Nick Coady Promotions Limited. 'The Buyer' means the person, firm or company purchasing goods or services from the Supplier. 'Equity' means the British Actors' Equity Association.
2. **BASIS OF THE SALE** The Supplier contracts on these conditions only, and acceptance by the Supplier of any order from a Buyer shall be upon such conditions and shall override any other terms and conditions stipulated or incorporated by the Buyer in its order or in any negotiations (save as shall have been expressly agreed in writing by the Supplier). BY PAYING THIS INVOICE, EITHER PARTIALLY OR IN FULL, THE BUYER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS OF BUSINESS IN ALL ITS CURRENT AND FUTURE DEALINGS WITH THE SUPPLIER. If the Buyer does not agree to these Terms and Conditions of Business, the Buyer must inform the Supplier immediately. These Terms and Conditions may be varied from time to time and will be communicated in writing.
3. **VAT** As of midnight on 30 April 2017 The Supplier is no longer registered for VAT in the UK.
4. **PAYMENT**
 - 4.1 Payment is due on or before the invoice date, unless the Supplier has agreed in writing to provide the Buyer with a credit account. If the Supplier has agreed in writing to provide the Buyer with a credit account, the Buyer shall make full payment of each invoice to the Supplier within thirty days of the invoice date, unless an extended payment time has been agreed in writing between the Buyer and the Supplier.
 - 4.2 In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, the right is reserved to charge interest at 8% above the Bank of England base rate on all amounts outstanding for more than thirty days ('the Credit Period') from the Invoice Date indicated on the Invoice without prejudice to any other rights of the Supplier. Interest may be calculated from the date of supply of the service. A charge of no less than £10 will be made for each written reminder or statement produced and sent to the Buyer after the Credit Period.
 - 4.3 Payment on or before the due date is of the essence of the contract and is a condition precedent for the supply of any future goods or services by the Supplier.
 - 4.4 All fees quoted are net of any bank charges arising through payment by bank transfer, which must be covered in full by the sender.
5. **LIMITATION OF LIABILITY** The Supplier shall not be liable for any loss, injury or damage of any nature whatsoever unless it is the result of his own proven negligence. The Supplier shall not be liable in any circumstances for any indirect or consequential loss nor for loss of profit suffered by the Buyer or any third party.
6. **COPYRIGHT**
 - 6.1 Copyright in all written or audible work created by the Supplier remains the property of the Supplier. If the Supplier agrees to deliver to the Buyer a copy of his work, then the Buyer may not make any further copies without the Supplier's written consent and the Supplier reserves the right to charge for further copying.
 - 6.2 The Buyer may not use, or instruct any third party to use, the Supplier's work save for the purpose, and during the period, agreed between the Supplier and the Buyer and stated in the contract.
 - 6.3 Broadcasts after the initial period specified in the contract will only be permitted subject to payment of a relicensing fee at the Supplier's current rate from time to time.
7. **USE FEES**
 - 7.1 Unless otherwise agreed, all Session and Use fees are set at no less than the minimum relevant Equity rate, together with any additional Terms and Conditions published on the relevant Equity rate card or guidelines in force at the time the service was provided.
 - 7.2 Fees for voice-overs supplied for radio commercials produced by a radio station or appointed sub contractor under the Equity Independent Radio Commercials Payments Rate Card, are calculated on a one fee per voice performed, per script, per station basis at the intended transmitting station rates unless otherwise indicated.
 - 7.3 Use fees will apply to any further exploitation not covered in the original licence, whole or in part, of any recorded material supplied as does transmission on further stations, any other future media, or after the use period granted under the terms of the relevant Equity rate card from which the original fees were calculated. The use period will commence from the date of the original supply of the material.
 - 7.4 Fees are set at a level to reflect the stated usage at the time of booking. Any further usage on other broadcast outlets, for other advertisers, in other media or beyond the duration of stated licensing terms is beyond the scope of the original agreement and must be advised by the Buyer at the point of intended further use, the Supplier's permission sought, and appropriate payments made at rates then prevailing, as advised by the Supplier.
8. **SCRIPT CHANGES AND REMAKES** Where the Supplier has voiced a script at the request of the Buyer, any subsequent alterations or amendments to the script will incur further fees to re-voice and/or re-record.
9. **PRS** Where the Supplier has written music which is to be publicly broadcast or performed by or at the request of the Buyer, then the Buyer must notify or, if appropriate, procure that the broadcasting company notifies the Performing Right Society Ltd. of each occasion the music has been broadcast or performed.
10. **DEFAULT BY THE BUYER**
 - 10.1 In the event of any failure by the Buyer to comply with these Terms and Conditions, the Supplier may terminate immediately any licence to the Buyer to broadcast or perform or otherwise use the Supplier's works, and the Supplier shall be entitled to instruct third parties to cease such broadcasts, performances or other use. Credit facilities and the supply of any future services may be withdrawn in the event of a breach of these Terms and Conditions.
 - 10.2 The Supplier may also enter the Buyer's premises and repossess any tapes or other tangible representations of the Supplier's work.
11. **THE BUYER'S MATERIAL** The Buyer shall indemnify the Supplier against all liability costs and expenses incurred by the Supplier as a result of incorporating any material supplied by the Buyer, including in particular liability for defamation, misrepresentation, or breach of copyright.
12. **FORCE MAJEURE** The Supplier shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside its control (of whatsoever kind) and in these circumstances may suspend or cancel the whole or part of any contract.
13. **WAIVER** No waiver by the Supplier of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision of the contract.
14. **INVALIDITY OF CONTRACTUAL TERM** If any provision of these Conditions is held by any Court or competent authority as invalid or unenforceable in whole or in part the validity of the remainder of these Conditions and of the remainder of the provisions in question shall not be affected.
15. **ASSIGNMENT** The Buyer shall not assign or transfer any contract to which these Conditions apply nor the benefit thereof to any person whatsoever.
16. **PROPER LAW OF THE CONTRACT** The construction, validity and performance of any contract shall be governed in all respects by the law of England and the Buyer shall at all times provide the Supplier with an address in England or Wales where it will accept service of proceedings.
17. **COMPANY DETAILS** The Supplier is registered in England & Wales, company number 03362223. The Supplier's registered address is 270 Colchester Road, Ipswich, Suffolk, IP4 4QX, England, however the Supplier's main trading address (to which all payments and other correspondence should be sent) is PO Box 444, Ipswich, Suffolk, IP1 1AA, England.

E&OE

Revised 1 May 2017