

# GENERAL TERMS & CONDITIONS

On behalf of Minds Eye Films Pty Ltd, Tim Bradley & contractors:

This document formalises the established practice of Minds Eye Films Pty Ltd. We enjoy a fair workplace, operate with goodwill, and hope you view our Terms & Conditions as reasonable.

The following points form the basis of our employment subject to different conditions as set out below. Please negotiate or clarify any points prior to the job.

These Terms & Conditions will be taken as accepted unless raised prior to the job. This agreement is governed by the laws of New South Wales, Australia.

## A. BOOKINGS, PAYMENT, TIMES

1. BOOKINGS are accepted subject to availability and may either be confirmed at the time of booking, or if subject to change, may be placed on hold up until 48-hours of the Call-time.
2. A HOLD is automatically considered confirmed 48-hours prior to the Call Time, unless cancelled or negotiated.
3. Once a BOOKING is confirmed it may still be cancelled however CANCELLATION FEES will apply at the rate of 50% within 48 hours and 100% within 24 hours of the Call-time.
4. A HOLD may be cancelled by either party.
5. CANCELLATIONS are recorded via personal contact or recorded message on mobile telephone 0409 915062 (+61.409 915062), or email (tim@mindseye.net.au) and SMS (0409 915062) as a secondary method. The onus remains with the Production at all times.
5. PAYMENT TERMS are strictly 14 Days from the date of invoice (Net 14), or as stipulated on the invoice.
6. LATE PAYMENT may result in late fees being charged at the rate of 10% per month. Failure to pay within 60 days of the Invoice date may result in legal action. Outstanding accounts which are sent to a debt collection agency for collection will have all additional costs added to the claim.
7. TIMES are measured from Call-time to Wrap in Sydney-metro, and Portal-to-Portal in all other national & international locations, inclusive of lunch, travel & appropriate breaks.
8. WRAP is defined as departure from final location, with point (B.2) being the exception.
9. OVERTIME is measured per hour or part thereof, and applies to all Productions unless specifically negotiated.
10. WEATHER HOLDS or SPECIAL REQUIREMENTS to be specifically negotiated.
11. Bookings are taken in 4 hour (half-day), 8 hour (full-day) hour increments, with overtime charged beyond the booking. A Half Day Booking lasting 5 hours incurs one hour's overtime (4+1), over 5 hours incurs 8 hour charge.
12. Jobs running short will be billed as per original booking, regardless of an early Wrap.
13. The extent of Minds Eye'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.
14. ORIGINAL RECEIPTS will be retained for Minds Eye Films accounts, and charges will be itemized on the invoice.
15. COPYRIGHT of all recorded materials remain the property of Minds Eye Films Pty Ltd until full & final payment has been received.

## B. TRANSPORT & MILEAGE

1. Quoted RATES include a Transport Allowance around Sydney Metro up to 50km/day. Beyond 50km/day, MILEAGE charged at A\$0.90/km.
2. LOCATIONS BEYOND 30KM of the Sydney GPO (and considered within Sydney) will start consuming the 50km Transport allowance from the 30km boundary onward. Call-time will be calculated accordingly, and where applicable, returning to the 30km boundary will be considered the WRAP time. For ease of reference, 1km equals 1 minute.
3. When embarking on a ROAD JOURNEY out of Sydney, MILEAGE is charged from outset of journey at A\$0.90/km, and TIMES measured on a Portal-to-Portal basis.
4. All TOLLS, PARKING FEES or CHARGES incurred in the course of Production, from Call-time to Wrap, will be billed to the Production.
5. TRANSPORT provided by the Production must meet adequate safety & security standards, or be negotiated otherwise with considerations as to the nature of the production.

## C. EQUIPMENT & TAPE STOCK

1. TAPE STOCK or recording media is the sole responsibility of the Production. Adequate back-up of "camera footage" data is the sole responsibility of the Production.
2. EQUIPMENT outlined in the Equipment web page is a guide, and equipment brought onto Location will be accepted as that which Minds Eye Films deems necessary & most effective.
3. Special EQUIPMENT REQUESTS will be adhered to as closely as possible. Where specific models/items are unavailable, a suitable replacement will be sought. Shortcomings will be communicated ahead of time.
4. RENTAL EQUIPMENT sourced on behalf of a Production incurs a 20% handling fee, in addition to tolls and charges incurred during pick-up & return.
5. In the unlikely event of TECHNICAL FAILURE involving equipment owned by Minds Eye Films, reasonable reparations in the form of Bill Discount or Credited Hours will be negotiated for any lost time for the day of the incident only. The extent of Minds Eye Film's LIABILITY shall be limited to the Booking's daily fee.
6. In Sydney, Minds Eye Films shall bear the cost of equipment replacement. For all other Locations, the Production shall bear the cost of equipment replacement.
7. No responsibility shall be accepted for equipment rented on behalf of the Production.
8. Equipment damage caused by handling by unauthorized persons or the actions of persons associated with or employed by the Production will be charged to the Production. Authorization is restricted to senior persons in the camera, sound, lighting & grip departments.
9. No responsibility accepted for lost opportunity, lost imagery or lost sound arising from technical failure.

## D. LOCATIONS & WORKPLACE

1. A SAFE WORKPLACE is always maintained. All personnel reserve the right of refusal.
2. Productions planning to shoot in HOSTILE ENVIRONMENTS must advise Minds Eye Films prior to Confirmation. Such environments include exposure to salt, sand, water, dust, biological and chemical agents, civil unrest and declared hostilities.
3. Production must notify Minds Eye of all reasonably FORESEEABLE RISKS related to the job.
3. Location should have access to catering facilities, otherwise be catered by Production, or Crew should be informed of special requirements prior to the shoot.
4. Opportunity for a MEAL is due every five hours, with an hour's overtime charged per missed opportunity.
5. Minimum 10-hour turn-around as per Australian Workplace legislation is required.
6. A Work Day is bound by a LIMIT ON WORKING-HOURS set at 14-hours on Production Days and 16-hours on Travel Days.

## E. TRAVEL

1. AIRPORT TRANSFERS are billed to the Production.
2. International & National Travel measured on a 'Portal-to-Portal' basis or as negotiated.
3. Daily TIMES are measured on a Portal-to-Portal basis in all national & international Locations (outside of Sydney) inclusive of lunch, travel & appropriate breaks.
4. PER DIEMS negotiated per job.
5. TRAVEL DAYS negotiable.
6. ACCOMMODATION & TRANSPORT provided by the Production must meet adequate safety & security standards, or be negotiated otherwise with considerations as to the nature of the project.