

undercranked

UNDERCRANKED LTD. BOOKING TERMS AND CONDITIONS 2022

Undercranked Ltd. Terms and Conditions of business are shown below. By working with us you agree to comply with these Terms and Conditions. In addition, our Data Privacy Policy (DPP) and Data Processing Agreement (DPA), which come into effect on 25th May 2018, are to be taken and included as part of these Terms and Conditions from that date (See below). Any negotiated changes, additions or deletions to these Terms and Conditions shall be confirmed in writing. References to The Agent or Agency within the Terms and Conditions means Undercranked Ltd.

General

- Exact work Terms and Conditions negotiated and agreed by The Agent and The Client on behalf of Crew/Talents may differ taking into account the specific needs of each particular Job.
- To proceed and 'Confirm' status on any project, The Agency requires written booking agreements and/or contracts in place, no later than 3pm on the day prior to initial work date.
- Talents, crew, equipment and corresponding costs and prices are subject to availability prior to confirmation.
- For productions outside of those within APA, Talent and Crew are normally hired for a 10-hour day with overtime charged as a standard 1.5 per hour (presence onsite including a 1-hour lunch break, unless otherwise specified). Pre-call time and incomplete lunch break is subject to overtime charge at the agreed hourly overtime rate.
- Where a 'Buyout' is agreed, separate details will be confirmed in writing. All buyout's must be paid in full during office hours, 24-hours in advance of call, recce or travel time.
- Additional services should be discussed, agreed and confirmed in writing.

Crew/Talent Contact

- All discussions and subsequent agreements concerning any particular job or upcoming jobs must be made with and via The Agent. This includes but is not limited to Terms and Conditions, meetings and phone/ Skype calls required prior to job confirmation, and all workdays.
- Following agreement, The Agency will be able provide Crew ID and contact information to The Client upon confirmation of the job.
- The Client shall 'cc' The Agent into all written communication with The Crew/Talent.
- All Crew and Talent contracts are negotiated by Undercranked and will be reviewed by all parties prior to final agreement and confirmation.

Insurance

- All insurance including public and employer's liability, and/or production insurance will be provided by The Client. This should be confirmed in writing as part of each agreement.
- In the event that equipment is required/instructed by The Client and hired via Crew/Talent, Client insurance cover will be confirmed and provided by The Client.

Transport Expenses

- Unless agreed otherwise, The Client will be responsible for the cost of parking and congestion charges, travel expenses and transport cost (Petrol will be charged at 45p per mile).
- In the event that travel is incurred outside of the M25 prior to call time and following wrap, The Client will be charged door to door at an hour rate of time and a half of the daily rate agreed.
- In the event that catering is not provided a standard per diem meal cost or food expenses will be provided.

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Data Regulations

- When booking our Talents, you will provide data and job and assignment details. In providing these details, you accept our Data Protection Policy and Data Processing Agreement (Both found online at our website: <http://www.undercranked.net/pages/about> or by request to team@undercranked.net)

Conduct

- Crew and Talents will endeavour to be hospitable and polite, and dress appropriately to the circumstances and the client is expected to behave in a similar manner.

Other

- The Client should notify The Agent of any work or job issues as early as possible prior to the job completion in order to allow any problems to be solved in a timely manner.

Invoicing and Payment Terms

- Full payment is required upon completion of all shoots and invoices will be issued and paid in Pounds Sterling (GBP) or otherwise if agreed in advance in writing.
- All feature film payment terms are standard 7-days upon invoice and outside of these, the usual payment terms apply at 30-days upon receipt of invoice or as otherwise agreed.
- Alternative arrangements for payment may be made at the sole discretion of The Agent prior to job confirmation.
- 7-days payment terms may also apply to new Clients and, unless agreed otherwise, new Clients are expected to pay a minimum of 50% 24-hours in advance on a job call-time or travel day.
- Unless agreed otherwise, buyouts require payment in full 24-hours in advance of call or travel time.
- In the event that payment is frequently overdue by The Client, The Client may be expected to pay in advance for future bookings. The Invoice date and client contact address in accordance with the associated booking agreement will not be changed following receipt of invoice.
- In the event of late payment Undercranked reserves the right to claim 8% statutory interest over the base rate as specified by UK Law.
- Unless advised otherwise, in the event that payment is overdue by 30-days or more, formal action will be taken by Undercranked against the Client in order to source outstanding monies.

Cancellation Fees

Upon signing a 'Booking Agreement' the job will be deemed as 'Confirmed'. Unless agreed otherwise, all booked and confirmed Assignment time is subject to cancellation charges at the following rates"

- 7 and more days prior to the engagement: no cancellation fee applies
- 6-4 days to the engagement: 50% of the agree fee will be charged
- 3-2 days to the engagement: 75% of the agree fee will be charged
- On day prior to the engagement: 100% of the agreed fee will be charged

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Example: Cancelling a Four-Day Shoot

Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday SHOOT 1	Friday SHOOT 2	Saturday SHOOT 3	Sunday SHOOT 4
						Notification Given	100% agreed fee	75% agreed fee	75% agreed fee	50% agreed fee
					Notification Given		75% agreed fee	75% agreed fee	50% agreed fee	50% agreed fee
				Notification Given			75% agreed fee	50% agreed fee	50% agreed fee	50% agreed fee
			Notification Given				50% agreed fee	50% agreed fee	50% agreed fee	0% agreed fee
		Notification Given					50% agreed fee	50% agreed fee	0% agreed fee	0% agreed fee
	Notification Given						50% agreed fee	0% agreed fee	0% agreed fee	0% agreed fee
Notification Given							0% agreed fee	0% agreed fee	0% agreed fee	0% agreed fee

Example: Cancelling a Two-Day Shoot

Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday SHOOT 1	Sunday SHOOT 2
Notification Given - 0% of agreed fee	Notification Given - 0% of agreed fee	Notification Given - 50% of agreed fee	Notification Given - 50% of agreed fee	Notification Given - 50% of agreed fee	Notification Given - 75% of agreed fee	Notification Given - 75% of agreed fee	Notification Given - 100% of agreed fee	Shoot Day 1.	Shoot Day 2.

**Applicable Law: The law of England and Wales applies to this contract and our subsequent dealings.*