

TERMS AND CONDITIONS

INTRODUCTION

Vandercom Films Ltd, referred to as (“Company”), will provide film, digital graphics, and video production services to the customer referred to as (“Client”). The “Company” with definition shall include licensees, contractors, and/or assigns, as the context may permit. The “Client” means the person, firm, company or other body placing orders and/or funded the work, and any person or organization acting on their behalf, including Client Representatives, Beneficiaries, Narrators or Contributors of the gifted Order from the Client.

The Goods & Services offered are the development, production, post-production and sales of short and long-form videos and films of the historical life accounts of individuals, or corporate business entities. Additional, Goods & Services offered are corporate video production and graphic design services used for business, marketing, and promotional purposes. Furthermore, Electronic Press Kits (EPK), including the design works of titles and posters are offered. The specific type and nature of the services, outline of approach, price, and schedule for work will be agreed in writing, or by an Order Form provided on the Company website.

In the event the Client requires the film to be commercially exploited, Company has an option for 5 years to be the Sales Agent, on commencement of delivery of film, on terms to be agreed.

These Terms and Conditions apply to all film, video and associated audio products created, including all moving and still images, and sound recordings of whatever form.

Following your order confirmation, or your participation in the process, you will be deemed to have accepted these Terms & Conditions, and the document below will be a legally enforceable agreement between the Company and Client. Please ensure you read, understand and agree with these Terms & Conditions before ordering Goods & Services, or participate in a Project with the Company.

1. General Provisions

- 1.1. These Terms & Conditions apply to the purchase of the Goods & Services by the Client, (“Customer” or “You”, being the person purchasing the Goods & Services) and to you if you are a “Narrator”, “Beneficiary” or “Contributor”, (being the person for whom the Goods & Services were purchased, or a person whose efforts are required to complete the Goods & Services).
- 1.2. We are Vandercom Films whose trading name is Vandercom Films Ltd, a company registered in England and Wales with company number 7108491, whose registered office is 505 Pinner Road, Harrow, Middlesex, HA2 6AH, United Kingdom (“Vandercom Films or the “Company” “Supplier” “Us” or ‘We”).
- 1.3. These are the terms on which the Company sell all Goods & Services to the Client. By ordering any of the Goods & Services, the Client agrees to be bound by these Terms & Conditions. The Client can

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only purchase the Goods & Services from the Company if eligible to enter into a contract and are at least 18 years of age.

- 1.4. To deliver the Goods & Services, the Client agree that the Company can take directions from the Client Representative, Beneficiary or Contributor, and that they may buy these Goods & Services as if they were the Client or Customer.

2. Interpretation

- 2.1. "Additional Shooting" means any additional filming work requested by the Client.
- 2.2. "Additional Post-Production" means any additional post-production work over and above that which has been agreed as part of the estimate and included in the Fee Proposal.
- 2.3. "Assigned Rights" means all intellectual Property Rights in, or to arise from the Services, the Project, the Draft Product, the Edit and the Finished Product.
- 2.4. "Bespoke Packages" means anything that has been designed specifically with the Client in mind.
- 2.5. "Budget" means the cost of the entire Project and shall be based on (i) required Crew size (ii) number of Pre-Production days (iii) camera used (iv) number of Post-Production days required to produce one Draft Product and subsequently one Finished Product (v) additional costs for, amongst other things, locations equipment, performers and expenses.
- 2.6. "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
- 2.7. "Casting" means the process of assembling and selecting persons other than the Client who shall appear as performers in the film. This excludes members of the public who may appear in the film but are not being explicitly filmed.
- 2.8. "CGI" means any visual digital effects work that forms part of the film, including but not limited to animation, titles, motion graphics, renders and effects, but excluding the filming of any 'green screen' as part of the composite image.
- 2.9. "Client" means the individual, firm, company or other body purchasing Goods & Services, including their client representative, beneficiary or contributor.
- 2.10. "Client Representative" means the principal point of contact between the Company and the Client as set out in the Letter of Appointment (or otherwise in writing) and who shall have the authority to approve the Draft Product, Edit and Final Product for and on behalf of the Client.
- 2.11. "Crew" means persons sourced by the Company for the purpose of conducting the film shooting.

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- 2.12. "Customer" means an individual, firm, company or other body purchasing Goods & Services.
- 2.13. "Contract" means a legally-binding agreement such as this Terms and Conditions between the Client and Company for the supply of the Goods & Services.
- 2.14. "Contributor" means an individual that has contributed any content or has been interviewed as part of creating a Film.
- 2.15. "Delivery Location" means the location indicated by the Client where the Goods are to be supplied, as set out in the Order.
- 2.16. "Designer" means a digital designer that produces digital graphics for various fields of media, and work with artists and illustrators in the conceptualization phase, create templates, produce mock-ups, improve graphics, amongst other things.
- 2.17. "Draft Product" means a version of the film which is satisfactory to the Company, and which shall be submitted to the Client for comments.
- 2.18. "Durable Medium" means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored
- 2.19. "Edit" means the version of the Project that is satisfactory to the Company and developed following comments received from the Client. The Edit shall be submitted for the Client for any further comments prior to the final stages of Post-Production.
- 2.20. "Editor" means skilled person who selects and cuts film and video footage of actors and settings and arrange the footage to meet with director's vision
- 2.21. "Fee" means the fee described in the Order Form on the website or written contract.
- 2.22. "Film" or "Films" means the final output, whether long or short form and whether in digital format (defined as hard-drives/image files and any other electronic formats), that has been created by Vandercom Films using the Client's input.
- 2.23. "Filmmaker" means a person who directs or produces movies for the theatre or television.
- 2.24. "Goods", "Services" or "Goods & Services" means the goods and services advertised on the Website or agreed in written form that we supply to the Client of the number and description set out in the Order.

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- 2.25. “Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar equivalent rights or forms of protection which subsists now or in the future in any part of the world.
- 2.26. “Letter of Appointment” the letter agreement entered into by the Order between the Company and Client for the supply of the Services, the completion of the Project and the delivery of the Finished Product in accordance with these Terms and Conditions
- 2.27. “Materials” means all the existing and future results and proceeds for the Services performed by the Company under this Agreement and otherwise in connection with the film or Project and includes:
- 2.27.1. All photographs, negatives, digital files, and/or master materials taken by the Company in connection with the film or Project;
 - 2.27.2. All themes, ideas, compositions, creations, acts, poses, sound effects, parts of the Script, Screenplay and the Film; and
 - 2.27.3. All other literary, dramatic, musical, artistic works and other subject matter;

created or contributed (whether in writing or otherwise) by the Company pursuant to this Agreement and otherwise in connection with the film or Project.
- 2.28. “Narrator” means the person the film is about, or the person the Client is creating the film with, if it is about a group of people or a third person or an organization or anything else; this does not necessarily have to be the Customer; the Narrator is the main source of Content usually through interviews with a Filmmaker assigned to the project, by supplying information, and uploading images;
- 2.29. “Order” means the Client’s order for Goods & Services from the Company as submitted following the step by step process set out on the Website; whether paid for online, by phone, bank transfer or otherwise.
- 2.30. “Post-Production” means capturing, logging and editing of the film captured during the Shoot. For the avoidance of doubt, Post-Production shall commence at the earliest available opportunity upon completion of the Shoot, and last until the film is edited and the Finished Product authored to a satisfactory standard by the Company, and approved or deemed to be approved by the Client. This process may encompass any Grading and CGI work, sound design, music composition, remixing, titling as set out in the order form or otherwise agreed in writing.

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- 2.31. “Pre-Production” means the overall process of defining the parameters of the desired Finished Product (including assembling Crew, location sourcing and project planning), Casting and any other activities prior to commencement of the Shoot.
- 2.32. “Privacy Policy” means the terms which sets out how the Client and Third Parties receives and manages confidential and personal information sent from you during the creation of the Goods & Services.
- 2.33. “Project” means the work done by the Company including but not limited to Pre-Production, the Shoot, Additional Filming and Post Production in order to achieve the Finished Product.
- 2.34. “Narrator” means the person the Film is about, or creating the Film with, whether if it is about a group of people or third person or an organization or anything else. The Narrator does not necessarily need to be the Client or Customer. The Narrator is the main source of Content, which is usually created through interviews with a Filmmaker assigned to the project, by supplying information, and uploading images.
- 2.35. “Remixing” means the process of balancing sound and music throughout the film.
- 2.36. “Remuneration” means the fees paid by the Client to the Company in consideration of the Project.
- 2.37. “Sales Agent (SA)” means representing distribution rights on behalf of the ‘rights owner’ for a film. They are responsible for creating a sales/marketing strategy at markets and festivals; negotiate deals on Client’s behalf with international distributors; deals with requests from distributors; once sales are made, the agent is involved from the contract stage to delivery of the film; oversees collections of income and reporting of the film for the duration of the term agreed; SA earns fees and commissions on deals made. The SA does not pay an advance to the owner, and will generally charge recoupable expenses. There is no grant of rights from the owner to the SA. However, if the SA is exclusive, and has authority to enter into licenses for and on behalf of the owner, then the SA resembles a licensee.
- 2.38. “Shoot” means the filming (including any Additional Filming) for the purpose of producing a film in accordance with the Treatment, prior to Post-Production.
- 2.39. “Treatment” means the nature of the Finished Product (including but not limited to type of film, ‘look and feel’, Shoot duration, camera angles, camera movement, narrative elements and themes, song breakdown, filming approach, use of colouring, filters, CGI and Grading).
- 2.40. “Website” means our website www.vandercom.com and any other related domains on which the Goods & Services are advertised, or through which the Services are supplied.

3. Goods & Services and Process

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- 3.1. The description of the Goods & Services and process to create them is as set out on the Website, in catalogues, brochures, or other form of advertisement and communications. However, any description we have provided is for illustrative purposes only. There may be limited discrepancies in the Goods & Services supplied. We may also adapt the process in order to create the best possible service and final product.
- 3.2. The nature of the Goods & Services will be set out in the Order Form, and is personal to the Client.
- 3.3. The Client will create the film according to the outline approved by the Client in pre-production. If the Client changes their mind after the production stage, and would like to change the outline or style inferred from the outline in pre-production leading to substantially more work, the Company will provide you a quote for the additional work.
- 3.4. The Company will incorporate any clearly articulated changes to the story you may request at the midpoint of the editing in Post-Production. Please let the Company know as many changes at this point, so you make the perfect film. If you are unsure about any texts, titles, images, or other matters, the Company will be delighted to provide suggestions, and help the Client make the right choices. If the Client changes their mind, and wants to make a further round of revisions, the Company will charge additional fees, and provide a quote for these revisions.
- 3.5. In the event of filming being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, or organization, or any other matter specified in the production brief, the Company reserve the right to re-schedule days of filming and to change for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s).
- 3.6. If the Client finds any factual errors or misspellings, we will incorporate these as long as Clients indicates these to the Company before approving the final locked edit.
- 3.7. To create a Film, the Client is required to move each Stage forward within 30 days. If the client does not do so the Company reserves the right to impose a reactivation fee of 5% of the price of the project. The reactivation fee will be charged directly to the Client. If the Client fails to move a project to the next Stage for 60 days from the welcome email, the Company reserves the right to close the Project with no refund or final product delivered. The Company agrees to attempt to contact the Client at least three (3) times by email, telephone, text message, voicemails or a combination during the thirty (30) day period and at least five (5) times in (in total) during the sixty (60) day period.
- 3.8. Stages are defined as follows:
 - 3.8.1. Providing comments and approval of the initial or subsequent outline at the pre-production stage;

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- 3.8.2. Provide photos and digitalized home video footage after approval of the outline;
 - 3.8.3. Providing comments and approval of the initial or subsequent edits of the Film after they have been submitted to the client at the midpoint of post-production;
 - 3.8.4. Providing comments and approval of the initial or subsequent drafts of the title and poster after they have been submitted to the client.
- 3.9. As most of our Goods & Services are completely custom-made, it is your responsibility to supply the Company with the relevant information through interviews and electronically with documents, including photos and videos needed to complete the order. If Clients send materials such as documents, photos and videos by post, the Company may charge a handling and professional scanning and digital conversion fee. The Company will inform the Client of these additional costs. Converting videos and photos to digital is not included in our packages and is the responsibility of the customer should they which to include such materials. The company can provide a quote to manage this process.
- 3.10. The Client grants the Client Representative, Narrator, and Contributor the right to buy or add-on additional Goods & Services. The Client is not responsible for any add-on Goods & Services ordered by the Client Representative, Narrator or Contributor, unless Client gives written approval.
- 3.11. If the Client is dissatisfied with any part of the process, the Client will immediately inform the Company via email with the header "Dissatisfaction Notice". The Client may ask Company to telephone call Client if you would like to discuss the issue. The Client will provide the Company a reasonable time and efforts to remedy any valid dissatisfaction.
- 3.12. All Goods & Services which appear on the Website are subject to availability and to change.
- 3.13. The Company can make changes to the Goods & Services which are necessary to comply with any applicable law or safety requirement at any point in time. The Company will notify the Client of applicable changes.

4. Grant of Rights and Territory

- 4.1. Ownership of the Materials and all related property produced under this Agreement shall remain vested in the Company until it has received payment of the entire Agreed Quote.
- 4.2. Upon receipt by the Company of the total Agreed Quote, and any extra charges incurred as a result of an agreed revision to the Project, the Company shall assign to the Client all of its copyright in the Materials.

5. Personal Information

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- 5.1. Any information retained and used by the Company falls under Privacy Policy and data processing policy which can be found on our website.
- 5.2. The Client expressly agrees that the Company can contact the Client using email, other electronic communication methods, by phone, and pre-paid post. The Company will try to contact the Client by their preferred mode of communication.
- 5.3. In certain instances, the Company may use Content for promotional purposes including clips of your film and poster. The Company will not commercially exploit the Client's film without Client's permission.

6. Copyright

- 6.1. Subject to payment by the Client of the Final Payment, the Company grants and assigns to the Client
 - 6.1.1. A granted copyright throughout the world in all media whether now known or hereafter developed for the full period of copyright.
 - 6.1.2. Other rights to enable the Client to make use of the Film provided that no other rights have been granted to the Company or third party.
 - 6.1.3. Excludes design and production elements including concepts and elements such as logos, themes, plans, models, together with all and any copyright in any scripts, screenplays or adaptations and all music or other FX or elements shall remain vested in the Company, but shall be made available to the Client from the Delivery Date on a license provided that the Client shall only be permitted to use such material and design concepts for the purpose identified in the Order or Contract as agreed, and provided that the full license fee be paid in advance by the Client.
 - 6.1.4. The Client will not, without written consent of the Company, edit, copy, alter, add to, take from, adapt and translate all or any of the film after delivery by the Company to the Client.
 - 6.1.5. The Client agrees that the Company may use the Client's name and intellectual property rights solely to the extent necessary for the purpose of providing the Services. The Client warrants that no such use shall infringe the rights of any third party.
 - 6.1.6. The Company shall have the exclusive right for a period of ten (10) years from the Delivery Date to use extracts from its film for its own promotional use in internal, and client, and prospective client presentations, showreels and on the Company's website. Each such extract must be no longer than five (5) minutes in length, and the extracts used in any one promotional item must not exceed ten (10) minutes cumulatively. The Client shall have the right to request to the Company that the extracts (or any one or more of them) be removed and no longer used by the Company if the Client reasonably considers

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that such use may be detrimental to the Client's reputation or its commercial interests, provided that the Company agrees.

- 6.1.7. For the purpose of the Data Protection Policy 1998, as amended, the Company agrees and consents to the Client the holding and processing of personal data relating to the Company and individuals connected with the Company in any form, whether electronically or otherwise, provided that the Company complies at all times with data protection law and best practices.
 - 6.1.8. The Client authorizes the Company, at its option, to insert, a credit as the maker of the Film ("Made by Vandercom Films") on the end credits of the Film, with its name and web address printed on all hard copies of the Film, and included alongside all online versions of the Film.
 - 6.1.9. The Client authorizes the Company, at its option, to insert a credit for all and any third party services provided, and to insert such credit as a line or full screen page on the end credits of the Film, and where required or deemed necessary by the Company, such third party's name and web address, and to be printed on all hard copies of the Film, and included alongside or on all online versions of the Film.
- 6.2. The Company ensures, wherever possible and practicable, that appropriate permissions are obtained in the respect of any copyright or trademarked material supplied by the Company, as the case may be, for inclusion in the Project. The party supplying such material being responsible for its clearance. If the Company agrees to be responsible for the engagement of actors, or other talent, the Company undertakes to obtain where possible, all necessary consents from such parties on terms to be approved by the Company.

7. Confidentiality

- 7.1. Each party acknowledges the confidentiality of the other party's confidential information. Neither party will gain a right or interest in the other party's confidential information, other than for the purposes contemplated by these Terms. Each party must keep all of the other party's confidential information confidential, and only use it for the purposes of fulfilling its obligations under these Terms. However, this obligation will not apply to information which: (a) was in the public domain when it was provided to a party, or later enters the public domain, through no fault of the party; or (b) the party is obliged by law to disclose.

8. Basis of Sale

- 8.1. The description of the Goods & Services on the Company website does not constitute a contractual offer to sell the Goods & Services. When an Order has been submitted, the Company can reject it for any reason, although we aim to tell you the reason without delay.

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- 8.2. The Order process is set out on the Order Form. Each step allows the Client to check and amend any errors before confirming the Order. It is the Client's responsibility to check that their Order is correct.
- 8.3. The Client's Order Form is the Contract that will form the Goods & Services ordered. The Client must ensure that the Order form is complete and accurate, and inform the Company immediately of any errors. The Company is not responsible for any inaccuracies in the Order placed by the Client. By placing an Order, the Client agrees to these terms and conditions. The Client will receive email updates and communications at each stage of the delivery of the goods and services.
- 8.4. Any quotation is valid for a maximum period of seven (7) days from its date unless the Company expressly withdraws it at an earlier time.
- 8.5. No variation of the Contract, whether about the description of the Goods & Services, Fees or otherwise, can be made after it has been entered into, unless the variation is agreed by the Client and Company in writing.

9. Price & Payments

- 9.1. The price of the Goods & Services, and any additional delivery or charges is the price set out on the Website at the date of the Order, or such other price as we may agree in writing and confirm in the Client's Order Confirmation. The Client will provide the Company the opportunity to correct any errors the Client makes when quoting a bespoke package.
- 9.2. Prices and charges exclude VAT at the rate applicable at the time of the Order. Please inform the Company if the Client is a business, as different VAT rates may apply.
- 9.3. The Client must pay by internet transfer in accordance with the payment schedule as detailed on the Company website.
- 9.4. An invoice for each payment stage will be sent to the Client. The first invoice prior to the commencement of Pre-Production, the second invoice prior to commencement of Production, and the third invoice prior to commencement of Post-Production.
- 9.5. In some cases, the Company may offer a 'refundable deposit'. In this case, the following payment schedule applies:
 - 9.5.1. The total price of the Pre-Production stage as a refundable deposit will be paid before the start of the Pre-Production process. This amount becomes non-refundable fourteen (14) days after payment.
- 9.6. For bespoke packages and digital projects, the Company may agree different payment terms in writing or on website Order Form.

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- 9.7. Upgrades are invoiced immediately, and need to be paid before the Company can proceed with the process.
- 9.8. Any invoice the Company sends to the Client is due for payment within seven (7) days.
- 9.9. The Company reserves the right to suspend all work on the project if any payment is overdue.
- 9.10. The Company reserve the right to charge interest on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998 at the rate as deemed reasonable by the Courts, and as deemed reasonable in excess of the percentage of the percentage quoted by the Bank of England and the Courts.
- 9.11. The Company reserves the right to charge any fees incurred in recovering payment.
- 9.12. The Company exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if the Company is not paid according to the agreed terms.
- 9.13. The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. The Company reserves the right to withhold delivery, and any granting or continuation of usage license of any current work if accounts are not current, or overdue invoices are not paid in full. All grants of any license to use Company copyright material under this agreement are conditional upon receipt of payment in full, which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges, or the costs of administration of changes.

10. Expenses

- 10.1. All reasonable expenses incurred by the Company in providing Services shall be the cost of the Client, and payable in addition to the Fee.
- 10.2. Where possible expenses will be pre-arranged between the Company and the Client and set out in the Order Form, or in written agreement.

11. Delivery

- 11.1. The Company will deliver the Goods & Services by the time or within the agreed period, or failing any agreement, without undue delay. If any step in the process is delayed by the Client, delivery of Goods & Services is likely to be delayed.

12. Conformity and Quality

- 12.1. The Company have a legal duty to supply the Goods & Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

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- 12.2. Upon delivery:
- 12.2.1. be in line with the digital version approved by the Client;
 - 12.2.2. be of satisfactory quality;
 - 12.2.3. conform to their description as set out in the Order Form Confirmation;
- 12.3. The Company aims to deliver the Client's Film(s) in the highest quality possible to the best of the Company's ability, and in a manner that is consistent with the services customarily performed by a film and video production services company.
- 12.4. With the Client's final approval of the picture, the Client confirms it accepts the quality of the Film(s), and agrees that no further comments will be entered or changes requested.

13. Assignment

- 13.1. The Company reserves the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without the Client's further consent to such assignment or sub-contract.

14. Events Out of Control of The Parties (Force Majeure)

- 14.1. The Company shall not be held liable by the Client where the Project is delayed, cancelled or materially affected due to the occurrence of an unforeseen event which is not within the control of either party. Such Force Majeure events shall include but be limited to; Acts of God, unsuitable weather conditions, unsuitable location previously chosen by the Client, unforeseen technical difficulties, loss of material or equipment due to fire, theft or similar Force Majeure event.
- 14.2. In the event of an occurrence of Force Majeure, the party affected shall inform the other party within a reasonable timeframe in order that every effort may be made to reschedule the Project. It is understood and agreed that any such unforeseen event shall not relieve the Client of their obligation to pay the Company the Remuneration for work completed up until the event occurred.

15. Excluding Liability

- 15.1. The Company does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of Company's other legal obligations. Subject to this, the Company is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) (i.e. loss of profit) to the Client's business, trade, craft or profession, as the Company believes the Client is not buying the Goods & Services wholly or mainly for its business, trade, craft or profession.
- 15.2. The Company will not be liable for any loss of profits, economic loss, or indirect or consequential loss of any kind arising out of or in connection with the Project.

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15.3. The total aggregate liability of the Company, whether in contract or tort, to Client under or in connection with the Order or any actions or inactions of the Company and/or its Associates and/or freelancers providing services on its behalf will not exceed in aggregate the total fee paid for the accepted Order.

16. Withdrawal, Cancellation and Refunds

16.1. The Client can cancel the Order by sending an email with the title "Order Cancellation" to orders@vandercom.com copying your filmmaker. You do not need to give the Company a reason.

16.2. The Company's Goods & Services are personalized. Therefore, if you would like to cancel a project once the filmmaker, editor, designer or any other person providing a service directly related to the project has commenced work, the Client's ability to request a refund is limited.

16.3. The Company have the right to charge the costs related to travel arrangements, and any transaction cost incurred from the amount the Client is eligible according to **Clause 16.4 and 16.5**

16.4. At the Pre-Production stage and within fourteen (14) days of the Order, you can request a **full refund** except for certain costs incurred by the Company that are described in **Clause 16.3**;

16.5. In relation to partial refunds if you cancel:

16.5.1. After the Company commence Pre-Production or fourteen (14) days since the Order, but before Production, the Client can retrieve 50% of the price of Client's package if Client have paid the Pre-Production invoice in full;

16.6. For the avoidance of doubt, the Client is no longer eligible for refunds after approving the outline or after more than 60 days since the Order.

16.7. In all cases, if delays in meeting milestones with respect to completing interview, and outline of Client film are due to the Company, the Company will automatically extend the period the Client can cancel a Project, and request a refund.

16.8. If life gets in the way, the Client can request an extension to complete a milestone. The Company grants one extension of up to three (3) months without the need to inform us of a reason. The Client is required to request such extension by emailing their filmmaker or editor before the end of the relevant period. Additional extensions are at the discretion of the Company. In either case, a reactivation fee of 5% of the total cost of the project applies as it is significantly more work for filmmakers and editors to pick up a project that has gone cold for a while.

16.9. We will make any applicable reimbursement without undue delay, and no later than fourteen (14) days after the day on which we are informed about Client's decision to cancel the Order.

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16.10. The Company will make reimbursement using internet transfer, unless the Client have expressly agreed otherwise. The Company is not able to repay by cheque. In such case, please provide the Company with an alternative, such as the details required for a bank transfer.

17. Notices

17.1. All notices served upon either party by the other shall be delivered by hand or sent by post, or emailed to the respective addressed hereinbefore contained, or any subsequent address duly notified, and if delivered by hand shall be deemed to have been served five days after posting, and if sent by email shall be deemed served 24hours after receipt of the email (and notice shall be confirmed by email).

18. Severance

18.1. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable, the parties shall agree to amend the relevant provision as shall be necessary to ensure its application, and the remaining provisions of the Contract shall remain in full force and effect

19. Waiver

19.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Governing Law, Jurisdiction and Complaints

20.1. The Contract (including any non-contractual matters) is governed by the laws of England and Wales.

20.2. Disputes can be submitted to the jurisdiction of the courts of England and Wales.

20.3. The Company tries to avoid any disputes, so complaints are dealt with promptly.