

TERMS & CONDITIONS

1. Estimates, Invoices & Payment

All production expenses must be paid one hundred percent (100%) in advance prior to the first day of production. Failure to make timely payment shall be deemed a cancellation of the job.

Any additional costs, overages, or variations incurred during production shall be invoiced following completion and are payable within thirty (30) days unless otherwise agreed in writing.

Talent fees are based on an eight (8) hour shoot day plus one (1) hour for lunch.

Crew fees are based on a ten (10) hour working day plus one (1) hour for lunch.

Any time worked beyond these periods will be charged at the applicable overtime rates.

Actual expenses may vary by up to ten percent (10%) of the total estimate, and costs may be shifted between line items as required to complete the production.

This estimate is based on the job description provided. Any changes to the brief, scope, schedule, locations, deliverables, or requirements may result in additional fees, costs, and/or expenses.

Any additional work, services, revisions, deliverables, or costs requested by the Client that fall outside the agreed scope of the estimate may be charged in addition to the estimate. Lemonade Productions reserves the right to invoice for such additional work, services, or expenses as incurred.

This estimate does not include overtime, rush retouching, additional post-production, usage extensions, or print charges unless specifically stated.

Flights and travel costs are estimated until time of confirmation and may change.

Estimates are valid for thirty (30) days from the date of issue.

2. VAT

All sums payable under this agreement, unless otherwise stated, are exclusive of VAT and any other applicable duties or taxes, which shall be payable in addition at the prevailing rate.

3. Cancellation & Postponement

3.1 Where the Client cancels the production within fourteen (14) business days prior to the first departure day of the shoot, the Client shall be responsible for payment of one hundred percent (100%) of photographer and crew fees, together with all expenses incurred up to the date of cancellation.

3.2 Where the Client postpones the production within fourteen (14) business days prior to the first departure day of the shoot, the Client shall be responsible for payment of one hundred percent (100%) of photographer and crew fees for lost work that cannot be salvaged, together with all expenses incurred up to that date.

3.3 Where the Client cancels or postpones the production from the point of confirmation up to fourteen (14) days prior to the shoot, the Client shall be responsible for payment of fifty percent (50%) of photographer and crew fees, together with all expenses incurred to date.

3.4 In the event of cancellation or postponement for any cause other than that of Lemonade Productions, the Client shall pay all fees and expenses incurred up until that time.

3.5 Where weather conditions are specified by the Client and postponement is required due to weather, full fees and expenses shall be payable unless postponement is made prior to departure to location, in which case fifty percent (50%) of fees plus all expenses incurred shall apply. Additional payments will be required in order to reschedule.

3.6 These cancellation charges reflect the loss of time, preparation, and opportunity cost incurred by Lemonade Productions once a project has been confirmed.

4. Force Majeure

Neither party shall be liable for failure or delay in performance where such failure or delay arises from events beyond its reasonable control, including acts of God, extreme weather, illness, strikes, transport disruption, government restrictions, or failure of utilities or communications.

Any unavoidable fees and costs incurred up to the date of postponement or cancellation shall remain payable.

5. Releases, Clearances & Background Elements

Lemonade Productions is not responsible for obtaining releases, licences, or permissions for any materials, content, props, locations, buildings, artworks, trademarks, logos, brand elements, or other intellectual property appearing in the production, whether intentionally featured or incidentally captured, unless specifically agreed in writing in advance.

The Client warrants that all necessary permissions and clearances have been obtained and shall indemnify Lemonade Productions against any claims, damages, or expenses arising from their use.

Where Lemonade Productions is requested to obtain releases or permissions on the Client's behalf, this must be agreed in writing in advance and may incur additional fees and costs.

6. Third-Party Terms

Third-party suppliers engaged in connection with the production may be subject to their own terms and conditions. The Client agrees to be bound by such terms where applicable.

7. Insurance

Lemonade Productions maintains appropriate production-related insurance.

In the event of any loss, damage, delay, or claim occurring during the course of the production, the Client shall be responsible for payment of any applicable insurance deductibles, regardless of fault, including where such loss or

damage arises from production activity, locations, contributors, third-party suppliers, or circumstances beyond Lemonade Productions' reasonable control.

All applicable deductibles will be invoiced to the Client.

8. Usage & Rights

Usage rights are granted only upon full payment of all invoices.

Usage is limited to the agreed purpose, media, territory, and duration unless otherwise agreed in writing. Any additional usage, extensions, or re-purposing must be agreed in writing and may be subject to additional fees.

9. Portfolio & Self-Promotional Use

Unless otherwise agreed in writing, Lemonade Productions reserves the right to use excerpts, stills, and clips from the production for self-promotional purposes, including showreels, websites, social media, pitches, presentations, and award submissions.

Such use shall not imply endorsement by the Client and shall not be used in a misleading or derogatory manner.

10. Confidentiality

The Client and Lemonade Productions shall not, during or after the performance of this agreement, disclose or permit the disclosure of any confidential or commercially sensitive information relating to the business or affairs of either party, except where required by law or where such disclosure has been agreed in writing.

Any third party assisting in the provision of services must be bound by a confidentiality undertaking approved by both parties.

11. Limitation of Liability

To the fullest extent permitted by law, Lemonade Productions' total liability in connection with the production, whether arising in contract, tort, negligence, or otherwise, shall be limited to the total fees paid by the Client under the agreement.

Lemonade Productions shall not be liable for any indirect, consequential, or economic losses, including loss of profits, loss of revenue, or loss of anticipated savings.

12. Client-Supplied Materials & Indemnity

The Client warrants that any materials, content, trademarks, logos, scripts, music, brand assets, props, locations, or instructions supplied by the Client do not infringe the rights of any third party and that all necessary permissions and licences have been obtained.

The Client shall indemnify and hold harmless Lemonade Productions against any claims, damages, losses, or expenses arising from the use of such materials.

13. AI / Synthetic Media Restriction

Unless expressly agreed in writing, any footage, audio, imagery, or deliverables produced by Lemonade Productions shall not be used, licensed, adapted, or permitted to be used for artificial intelligence training,

machine learning, synthetic media generation, deepfake creation, or similar automated or generative technologies.

This includes the creation of synthetic voices, faces, likenesses, or performances of any contributors appearing in the production.

14. Health & Safety

Lemonade Productions shall take reasonable steps to ensure production activities are conducted in accordance with applicable health and safety legislation and industry standards.

The Client agrees to comply with all reasonable health and safety requirements communicated by Lemonade Productions. Lemonade Productions reserves the right to suspend or terminate production where working conditions are deemed unsafe.

Any delays, costs, or expenses arising from unsafe conditions, undisclosed hazards, or failure to comply with health and safety requirements shall remain payable by the Client.

15. Travel & International Production

Where production requires travel outside the United Kingdom or outside the Client's principal place of business, the Client acknowledges that additional risks, costs, and logistical factors may arise.

All travel, accommodation, subsistence, visas, carnets, permits, and related costs shall be payable by the Client. Lemonade Productions shall not be liable for delays or additional costs arising from circumstances beyond reasonable control.

16. Governing Law & Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.