

TERMS & CONDITIONS OF BOOKING

The following definitions shall apply within this document. NDP shall mean New Day Pictures. The Client shall mean the person(s), company or firm booking or using New Day Pictures edit facilities.

A written order is required in advance to confirm a booking; this may be sent to our fax number, which is 020-8549 6644 or e-mailed by agreement. If written confirmation is not received, the time booked cannot be guaranteed. NDP shall not be liable for the consequences of any inaccuracies caused by the client failing to confirm a booking in writing, or the correspondence being lost in the post.

If credit arrangements have not been made, settlement of all facility fees will be required as soon as the work is completed. Otherwise, master tapes will be retained until settlement is received. Tapes may also be retained by NDP while a cheque is being cleared by our bankers.

The hourly edit suite rate will be charged for all edit time booked, and also for non-continuous periods of booking. The minimum charge is for one hour, with subsequent time charged in half hour increments. Unused edit time at the end of a booked session will be charged at NDP discretion. NDP reserve the right to charge a cancellation charge if cancellation is made later than 48 hours from the start time of a booking. The charge will not exceed the full edit suite fee for the time booked.

The client uses original or unique material at their entire risk. Tapes and other goods whilst on NDP premises must be insured by the client. NDP will not under any circumstances accept responsibility for loss or damage to such material, except where such loss or damage is caused by NDP negligence; but in no case will NDP liability exceed the cost of the client's raw materials. If NDP are requested to send tapes or goods by courier or by post on behalf of a client, responsibility for their safety belongs to the client at all times. The client shall indemnify NDP against any losses or expenses arising from any claim by a third party or breach of copyright or defamation relating to any work carried out for the client by NDP. NDP may refuse to carry out work on what appears to be copyrighted material.

The client shall remove all of their materials from NDP's premises within 3 months of the date of the most recent invoice relating to these materials. Thereafter said materials shall become the property of NDP who shall dispose of them in any way seen fit.