



**PAUL ARTON**

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*Freelance Camera Operator / Assistant*  
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## TERMS & CONDITIONS

On behalf of Paul Arton & contractors:

This agreement formalises the established work practice by which we operate. The following points form the basis of our employment, subject to different conditions being agreed in writing.

We enjoy a fair workplace, operate with goodwill and we hope you view these Terms & Conditions as reasonable. If there are points with which you require clarification or wish to negotiate, then please contact us prior to a job being undertaken.

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### **A. Booking Process & Liability**

- i. Listed RATES are offered as a guide, and are subject to change according to specific job requirements.
- ii. DAILY BOOKINGS are taken in a time-specific 10-hour or 12-hour day with overtime charged beyond that time. Schedules must adhere to the booked times, as multiple bookings may be held.. Jobs wrapping (finishing) early will be billed as per the original booking.
- iii. BOOKINGS are accepted subject to availability and maybe CONFIRMED at the time of booking or placed on a PENCIL if unable to CONFIRM at that time.
- iv. A PENCIL may be cancelled by either party.
- v. Multiple PENCILS may be booked for the same day until the BOOKING is CONFIRMED. You will be advised if you the priority booking (1<sup>st</sup> PENCIL) or if another client has already the priority booking (2<sup>nd</sup> PENCIL).
- vi. A PENCIL is considered CONFIRMED 48-hours prior to day of the BOOKING unless CANCELLED or NEGOTIATED. These times are measured by business days, excluding weekends & public holidays.
- vii. The onus remains with Production at all times.
- viii. CANCELLATIONS are recorded via personal contact or recorded message +44 (0) 7890 233402, with email ([paul.arton@mail.com](mailto:paul.arton@mail.com)) and SMS +44 (0) 7890 233402. Alternatively, you can contact my diary service Linkline by telephone +44 (0)208 426 2200 or by email ([mail@linklinecrew.com](mailto:mail@linklinecrew.com)).
- ix. Once confirmed CANCELLATION FEES apply at the rate of 50% within 48-hours and 100% within 24-hours of the day of the booking. These times are measured by business days, excluding weekends & public holidays.
- x. The extent of Paul Arton's LIABILITY due to illness, omissions, professional negligence, technical and mechanical failures, and/or effects of crime shall be limited to the equivalent of the Booking's daily fee.
- xi. This agreement is governed by the laws of the United Kingdom.

### **B. Work-Day & Times**

- i. TIMES are measured from CALLTIME to WRAP within Central London, and BASE to BASE in all other national & international locations, inclusive of lunch, travel and appropriate breaks.
- ii. CALLTIME is measured from the first requirement of the day, with C. (iii) being the exception.
- iii. WRAP is defined as departure from final location or final requirement of the day, with C. (iii) being the exception.
- iv. A Work-Day or Overtime Buy-Out is bound by LIMIT ON WORKING-HOURS set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights.
- v. OVERTIME is measured per hour or part-thereof, and applies to all Productions UNLESS SPECIFICALLY NEGOTIATED.

- vi. OVERTIME applies at the following hourly rates. Personnel shall bill at 1.5x hourly rate. Beyond the 14 hour day limit, overtime will be billed hourly at 2x hourly rate.
- vii. Weather holds and SPECIAL REQUIREMENTS to be specifically negotiated.

### C. TRANSPORT & MILEAGE

- i. Quoted RATES exclude transport
- ii. Appropriate method(s) of transport within Greater London will be determined by Paul Arton according the reasonable cost, travel time and EQUIPMENT being transported. When it is not reasonable to use public transport, such as when travelling with EQUIPMENT, alternative means such as taxis will be used. The CHARGES will be billed accordingly unless previously agreed.
- iii. ROAD-JOURNEYS incur MILEAGE charges from the outset of the journey charged at GBP 0.45/mile, with TIMES measured on a BASE to BASE basis.
- iv. All TOLLS, PARKING FEES or CHARGES incurred in the course of Production are billed to the Production.
- v. TRANSPORT provided by the Production must meet adequate safety, comfort and security standards, or be negotiated with respect to the nature of the production.

### D. Workplace

- i. A SAFE WORKPLACE is always maintained. All personnel reserve the right of refusal.
- ii. Production planning to shoot in HOSTILE ENVIRONMENTS must advise Paul Arton prior to CONFIRMATION. Such environments include exposure to sand, salt, water, dust, biological and chemical agents, civil unrest and declared hostilities.
- iii. Production must notify Paul Arton of all reasonably FORSEEABLE RISKS related the job.
- iv. EQUIPMENT DAMAGE caused by handling by unauthorised persons or the actions of persons associated with or employed by the Production will be charged to the Production. Authorisation is restricted to senior persons in the camera, sound, lighting and grip departments.
- v. Location should have access to CATERING facilities, be suitably catered by Production, or Crew to be informed of special requirements prior to the shoot.
- vi. Opportunity for a MEAL is within SIX HOURS of CALL-TIME, with an hour's overtime charged for failure to meet this opportunity.

### E. Payment, Invoicing & Copyright

- i. PAYMENT TERMS are strictly 30 DAYS or as stipulated on the invoice.
- ii. LATE PAYMENT may lead to LATE FEES charged at the rate of 10% per month. Failure to pay within 90 days of the invoice date may result in legal action.
- iii. ORIGINAL RECEIPTS are retained for Paul Arton's accounts, and charges will be itemised on the invoice.
- iv. COPYRIGHT of all recorded materials remain the property of Paul Arton until full and final payment has been received.
- v. Where applicable, the Production is responsible for any and all BANK CHARGES as a result of INTERNATIONAL PAYMENTS and CURRENCY CONVERSION.

### F. Travel

- i. AIRPORT TRANSFERS and/or AIRPORT PARKING are billed to the Production.
- ii. Daily WORKING DAYS and TRAVEL DAYS are measured on a BASE to BASE basis in all national and international locations beyond Central London, inclusive of lunch, travel and appropriate breaks.
- iii. PER DIEMS must adequately cover meals, telecommunication and weekly laundry, with respect to schedule and destination. Alternate arrangements welcomed.
- iv. TRAVEL and REST DAYS include zero filming.
- v. RECCE's are welcomed on Travel Days given it is of reasonable duration, and the site is en-route or within reasonable proximity of Crew Accommodation.
- vi. ACCOMODATION and TRANSPORT provided by the Production must meet adequate safety, comfort and security standards, or be negotiated with respect to the nature of the project, prior to CONFIRMATION of booking.

### G. Foreign (Visiting) Productions

- i. All required payments must be received prior to commencement of job.
- ii. Final payment including incurred costs is due upon completion of each schedule.
- iii. Continuation of services beyond the schedule is negotiable.
- iv. Discontinuation of services within the schedule will incur applicable cancellation fees and immediate transport to London for personnel and equipment.
- v. Scheduled Payments negotiable for long-term projects.
- vi. Recorded materials may be withheld until receipt of due payment. When recorded materials are withheld, returns will be arranged upon the receipt of payment via the Production's means & expense. All due care taken, with no responsibility accepted for losses.

Paul Arton hopes you view these Terms & Conditions as fair and reasonable. The intricacies of the industry are presented to promote transparency and avoid unnecessary dispute, so please contact him to clarify or negotiate any points prior to production.

