

TERMS & CONDITIONS OF ENGAGEMENT

Robin Fox – Director of Photography / Cinematographer

These Terms & Conditions apply to all engagements between the Cinematographer (“the Cinematographer”) and the Production Company, Agency, Broadcaster, Producer or Client (“the Client”) unless otherwise agreed in writing.

Acceptance of a booking constitutes acceptance of these Terms & Conditions.

1. BOOKINGS

1.1 Pencils

The Client may place the Cinematographer on hold for provisional dates (“Pencils”). Pencils are held on a priority basis.

A First Pencil has priority over all subsequent pencils and will be given the first opportunity to confirm the booking.

A Second Pencil (or lower pencil) may only be confirmed if all higher pencils are released or fail to confirm within a reasonable timeframe when challenged.

If another production wishes to confirm overlapping dates, the Cinematographer reserves the right to challenge the existing pencil holders to confirm or release their dates.

Pencils do not constitute confirmed bookings and may be released by either party without penalty unless otherwise agreed in writing.

1.2 Confirmed Bookings

A booking is deemed confirmed once agreed in writing via email, text message, WhatsApp or deal memo.

1.3 Cancellation of Confirmed Bookings

- Cancellation within 7 days of first booked date: 50% fee
- Cancellation within 48 hours: 100% fee
- Cancellation after travel has commenced: 100% fee plus all incurred expenses

1.4 Date Changes

Changes to confirmed shoot dates are treated as cancellations and re-bookings.

2. RATES & WORKING DAY

2.1 Minimum Engagement

The minimum engagement period is one full day. The agreed day rate applies regardless of whether the Client requires the Cinematographer for less than a full working day.

2.2 Standard Working Day

The standard working day is based on 10 working hours plus a 1-hour lunch break.

2.3 Overtime

All overtime is billed at 1.5x the agreed hourly rate unless work continues past midnight, at which point overtime is billed at 2x the agreed hourly rate.

2.4 Unsociable Hours

Call times before 7:00am or wrap times after 8:00pm may incur unsociable hours penalties.

2.5 Night Shoots

Night shoots are charged at a minimum of 2x the agreed standard day rate for up to 10 working hours unless otherwise agreed.

2.6 Weekends & Bank Holidays

- Saturdays: 1.5x day rate
- Sundays & UK Bank Holidays: 2x day rate

2.7 Consecutive Working Days

- 6th consecutive day worked: 1.5x agreed day rate
- 7th consecutive day worked and each consecutive day thereafter: 2x agreed day rate

2.8 Turnaround / Rest Periods

A minimum turnaround period of 11 consecutive hours should be provided between wrap and the following call time.

3. TRAVEL & ACCOMMODATION

3.1 Local Travel

Travel within a reasonable local production radius of the Cinematographer's home base is included unless otherwise agreed.

3.2 Distant UK Travel

Travel outside the local production radius is chargeable.

3.3 International Travel

International travel days are chargeable. The Client shall provide suitable flights, accommodation, local transport and per diems where appropriate.

3.4 Driving

Where the Cinematographer is required to drive production vehicles or transport equipment, all driving time forms part of the working day.

4. EQUIPMENT & KIT HIRE

4.1 Owned Equipment

Equipment supplied by the Cinematographer is charged separately from labour.

4.2 Insurance

The Client is fully responsible for insuring hired equipment for full replacement value, theft, accidental damage and loss in transit.

4.3 Damage or Loss

The Client remains liable for uninsured loss or damage occurring while equipment is under their control.

5. PREP, RECCE & POST-PRODUCTION

Travel days, prep days, recce days and rest/hold days are chargeable at two-thirds of the agreed shoot day rate unless otherwise agreed in writing.

Grading and post-production consultation are also chargeable at this rate.

6. PAYMENT TERMS

Invoices are payable within 30 days unless otherwise agreed in writing.

Late payments may incur statutory interest, debt recovery costs and compensation charges under the Late Payment of Commercial Debts legislation.

7. HEALTH, SAFETY & WELFARE

The Client is responsible for ensuring safe working conditions, suitable rest facilities and reasonable turnaround between shoot days.

The Cinematographer reserves the right to cease work where safety is compromised.

8. CREDIT

Where customary and practical, the Cinematographer shall receive appropriate on-screen and promotional credit as:

“Robin Fox – Director of Photography”

9. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to circumstances beyond reasonable control including extreme weather, war, civil unrest, illness, transport disruption or other force majeure events.

10. LIABILITY

The Cinematographer’s liability arising from any engagement shall be limited to the total value of fees paid for the relevant booking.

The Cinematographer shall not be liable for indirect or consequential losses.

11. GOVERNING LAW

These Terms & Conditions are governed by the laws of England and Wales.