DOCUMENT 06 — PHOTOGRAPHY & VIDEOGRAPHY TERMS

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1. Introduction

These Photography & Videography Terms ("the Terms") apply to photography and/or videography services provided by Spotlight Multimedia Group Ltd ("Spotlight", "the Company", "we", "us" or "our").

These Terms should be read together with the Company's Main Hiring Agreement and any other documents identified as applicable to the Client's booking.

In the event of any inconsistency between these Terms and the Main Hiring Agreement, the Main Hiring Agreement shall take precedence unless expressly stated otherwise.

2. Scope of Services

The precise photography and/or videography services to be provided shall be agreed with the Client in writing before the assignment commences.

The agreed scope may include event photography, event videography, performance coverage, promotional photography, promotional video, backstage coverage, portraiture, product or commercial photography, social-media content and other related services.

Spotlight will use reasonable professional skill and care in delivering the agreed services. The Company retains discretion over its professional and technical approach, including camera equipment, photographic and filming

techniques, composition, editing methods and workflow, provided that the agreed purpose and reasonable requirements of the assignment are fulfilled.

3. Booking and Confirmation

A quotation, enquiry, discussion or provisional date does not constitute a confirmed booking.

A booking becomes confirmed when the Client has accepted the relevant quotation or proposal, completed the required contractual arrangements and paid any applicable deposit.

Spotlight reserves the right to decline an assignment where the Company reasonably considers that the proposed work is unsuitable because of legal, ethical, safeguarding, safety, logistical, professional or operational concerns.

4. Client Brief and Instructions

The Client is responsible for providing Spotlight with accurate and sufficient information concerning the assignment.

This includes the nature and purpose of the event or shoot, relevant timings, locations, access requirements, important participants, agreed deliverables and any restrictions which may affect photography or filming.

Where the Client has specific requirements concerning particular photographs, shots, scenes, people, locations or moments, those requirements should be communicated to Spotlight before the assignment wherever reasonably practicable.

Spotlight will make reasonable efforts to accommodate agreed requests. However, the Client acknowledges that photography and videography involve circumstances which cannot always be predicted or controlled, including changes to schedules, lighting, weather, movement of participants, venue restrictions, equipment limitations and events occurring outside Spotlight's control.

Accordingly, Spotlight does not guarantee that every requested image, angle, shot or moment will be captured unless expressly agreed otherwise in writing.

5. Event Timings and Access

The Client is responsible for providing Spotlight with accurate information regarding the event schedule and ensuring that the Company has reasonable access to the areas required to perform the agreed services.

Where access is delayed, restricted or prevented by the Client, venue, event organiser, security arrangements, performers, guests or circumstances outside Spotlight's control, the Company shall not be responsible for content which could not reasonably be captured as a result.

Where changes to the event schedule materially affect the agreed scope of work, Spotlight may require the Client to agree to additional charges where additional working time, staffing, travel or equipment becomes necessary.

6. Photography and Videography of Events

The Client acknowledges that event photography and videography are documentary services and that the final material will reflect the circumstances of the event as they occurred.

Spotlight cannot guarantee the appearance of any particular person, activity or moment within the final material unless that requirement has been specifically agreed in writing.

Spotlight will use reasonable professional judgement when determining what to photograph or film and may prioritise significant moments, key participants, performances, atmosphere, details and other material relevant to the agreed brief.

The Company may decline to capture an image or recording where doing so would, in its reasonable judgement, create a safety, safeguarding, privacy, legal or professional concern.

7. Client Responsibility for Permissions

The Client is responsible for obtaining any permissions, consents, authorisations, releases or other approvals which are the Client's responsibility in connection with the photography or filming.

This includes any permissions required from participants, performers, guests, property owners, venues, organisations, parents or guardians where applicable.

Where children or young people under the age of eighteen are involved, the Client's responsibilities are set out in greater detail in the **Children and Young People – Photography, Videography and Safeguarding Policy** and the **Client Photography and Filming Declaration**.

The Client must inform Spotlight of any person who must not be photographed or filmed before the relevant photography or filming takes place.

Spotlight will rely upon the information supplied by the Client and cannot reasonably be expected to independently determine which individuals have or have not provided permission.

8. Photography Restrictions

Any restriction relating to photography or filming must be communicated to Spotlight clearly and in sufficient time for the Company to take reasonable steps to comply.

For events involving children or young people, the Client should complete **Form 08 – Event Photography & Filming Restrictions Form** where applicable.

Where a Client informs Spotlight of a restriction after an image or recording has already been captured, Spotlight will take reasonable steps to address the matter once notified. However, the Company cannot guarantee the recovery or removal of material which has already been captured, transferred, edited, delivered or otherwise processed.

9. Venue and Third-Party Restrictions

The Client is responsible for informing Spotlight of any venue, organiser, performer, production or third-party restrictions which affect photography or filming where those restrictions are known to the Client.

Spotlight will comply with reasonable restrictions communicated to the Company.

Where a venue or third party prevents Spotlight from carrying out part of the agreed service, the Company shall not be responsible for material which could not reasonably be captured as a result.

10. Equipment

Spotlight will determine the equipment reasonably required for the assignment.

The Company may use cameras, lenses, lighting equipment, audio equipment, stabilisation equipment, recording equipment, computers, storage media and other professional equipment appropriate to the work.

Where equipment failure occurs despite reasonable precautions and contingency measures, Spotlight will make reasonable efforts to minimise the effect on the service.

Spotlight does not guarantee uninterrupted recording or photography where circumstances beyond its reasonable control affect equipment or technical performance.

11. Editing and Post-Production

Unless otherwise agreed in writing, Spotlight retains professional discretion over the editing and post-production of photographs and video.

This may include colour correction, exposure adjustment, cropping, image selection, audio editing, sequencing, transitions, grading, sound balancing and other appropriate post-production processes.

The Client will receive the agreed deliverables rather than necessarily receiving every photograph or recording captured during the assignment.

Spotlight may exclude images or recordings which are technically unsuitable, duplicated, significantly compromised, contain accidental or inappropriate material, or do not meet the Company's professional delivery standards.

12. Delivery

Spotlight aims to deliver completed photography and/or video material within the timeframe stated in the Main Hiring Agreement or relevant quotation.

Where no specific timeframe has been agreed, Spotlight will aim to complete delivery within a reasonable period having regard to the nature and complexity of the assignment.

Large events, extensive video productions, multiple deliverables, complex editing requirements or circumstances affecting the Company's workflow may require additional processing time.

The Client will be informed where a significant delay is anticipated.

13. File Formats and Delivery

Completed material will be supplied in the format or formats agreed with the Client.

Unless specifically agreed otherwise, Spotlight is not required to provide unedited RAW photographs, project files, editing timelines, source files or other working materials.

Video projects may be supplied as completed exported files rather than editable project files.

Where physical products have been ordered, delivery times may also be subject to the relevant supplier's production and shipping times.

14. Client Review and Amendments

Where the agreed service includes a client review stage, the Client must provide requested amendments within the timeframe reasonably specified by Spotlight.

Unless otherwise agreed in writing, minor reasonable amendments may be included within the quoted service. Extensive revisions, changes to the original brief or requests requiring substantial additional work may incur additional charges.

Spotlight will not be required to make changes which would, in its reasonable professional judgement, compromise the technical or artistic integrity of the completed work or require the Company to provide a substantially different service from that originally agreed.

15. Copyright

Copyright and other intellectual-property rights in photographs, video recordings and other creative material produced by Spotlight remain with Spotlight unless ownership has been expressly transferred in writing.

Payment for photography or videography services does not, by itself, constitute a transfer of copyright.

The Client's rights to use completed material shall be determined by the applicable quotation, Main Hiring Agreement and **Copyright & Media Licence Agreement**, where applicable.

The Client must not assume that receiving digital files provides unrestricted rights to reproduce, sell, modify, sublicense or commercially exploit the material.

16. Client Use of Delivered Material

Subject to the applicable licence or written agreement, the Client may use delivered material for the purposes for which it was commissioned.

Where the Client intends to use photographs or video for a substantially different purpose from that originally agreed, the Client should contact Spotlight before undertaking that use.

Any use which requires additional licensing, copyright permission or third-party approval remains subject to the applicable rights and permissions.

17. Spotlight Portfolio and Promotional Use

The creation of photographs or video for a Client does not automatically give Spotlight unrestricted permission to use every resulting image for its own marketing or promotional purposes.

Any use by Spotlight for its own website, portfolio, social media, advertising, competitions, publications or other promotional activity shall be undertaken in accordance with the applicable data-protection, privacy and image-use arrangements.

Where the Client has specifically restricted promotional use, Spotlight will take that restriction into account in accordance with the applicable agreement.

18. Storage and Backup

Spotlight will take reasonable steps to store and protect photographic and video material during the Company's workflow.

The Company may maintain working copies and backups for business, delivery, archival, legal or other legitimate purposes.

The Client should maintain its own backup of all delivered material.

Unless expressly agreed otherwise, Spotlight does not guarantee permanent archival storage of completed work after the agreed delivery period.

19. Third-Party Services

Spotlight may use appropriately appointed freelancers, contractors, editors, laboratories, printing companies, cloud-storage providers or other third-party service providers where reasonably necessary to provide the agreed service.

Where personal data is involved, Spotlight will take appropriate steps to ensure that relevant third parties handle such information appropriately.

20. Freelancers and Subcontractors

Spotlight may assign suitably qualified freelancers, contractors or subcontractors to undertake photography, videography, editing or other elements of the agreed work.

Such personnel may operate under Spotlight's direction and will be expected to comply with the Company's applicable policies and contractual requirements.

The Client's contractual relationship remains with Spotlight unless expressly agreed otherwise.

21. Health, Safety and Safeguarding

Spotlight personnel will take reasonable steps to conduct photography and videography safely and professionally.

The Client must inform Spotlight of any known hazards, restrictions or safety requirements which may affect the assignment.

Where children or young people are involved, the Company's **Children and Young People – Photography, Videography and Safeguarding Policy** shall also apply.

Spotlight may suspend or modify photography or filming where continuing would, in the Company's reasonable judgement, create an unacceptable safety or safeguarding risk.

22. Weather and Outdoor Assignments

For outdoor photography or filming, the Client acknowledges that weather conditions may affect the ability to provide the agreed service.

Where weather creates an unreasonable risk to people or equipment, Spotlight may delay, relocate, modify or suspend the relevant photography or filming.

Where reasonably practicable, Spotlight will discuss alternative arrangements with the Client.

23. Client Cooperation

The Client agrees to cooperate reasonably with Spotlight to enable the agreed services to be provided.

This includes providing accurate information, arranging appropriate access, communicating relevant restrictions and ensuring that agreed locations and participants are available where required.

Where the Client's failure to cooperate materially affects the service, Spotlight shall not be responsible for resulting omissions or delays.

24. Professional Judgement

Photography and videography involve creative and professional judgement.

Minor differences between the Client's expectations and the Company's creative interpretation shall not constitute a failure to provide the agreed service where Spotlight has reasonably complied with the agreed brief.

Where a particular creative style, composition, editing approach or technical specification is essential to the assignment, this should be agreed in writing before the work begins.

25. Cancellation and Changes

Cancellation of a photography or videography assignment is subject to the cancellation provisions contained within the Main Hiring Agreement.

Material changes to the date, location, duration, scope or requirements of an assignment may affect the quoted fee.

Where additional work, staffing, equipment, travel or other expenditure becomes necessary because of a Client-requested change, Spotlight will notify the Client of any applicable additional charge before undertaking the additional work wherever reasonably practicable.

26. Complaints

If the Client has a concern regarding the photography or videography service, the Client should contact Spotlight as soon as reasonably practicable.

Spotlight will consider the matter fairly and, where appropriate, review the relevant material and circumstances.

Complaints concerning copyright, personal data, safeguarding or other specialist matters may also be dealt with under the Company's applicable policies.

27. Limitation of Responsibility

Spotlight will provide the agreed photography and/or videography services with reasonable professional skill and care.

However, the Company cannot accept responsibility for circumstances outside its reasonable control, including venue restrictions, changes to event schedules, non-appearance of participants, weather conditions, actions of guests or third parties, restrictions imposed by authorities, technical failures despite reasonable precautions, or other circumstances which prevent or materially affect the provision of the service.

Nothing within these Terms excludes or limits liability which cannot lawfully be excluded or limited.

28. Relationship With Other Documents

These Terms form part of Spotlight's contractual documentation where identified as applicable within the Main Hiring Agreement.

The following documents may also apply depending upon the nature of the assignment:

Children and Young People – Photography, Videography and Safeguarding Policy

Client Photography and Filming Declaration

Event Photography & Filming Restrictions Form

Data Protection & Privacy Policy

Copyright & Media Licence Agreement

Social Media & Marketing Image Use Agreement

Where applicable, the Client should read these documents together with these Terms and the Main Hiring Agreement.

CLIENT ACKNOWLEDGEMENT

I confirm that I have received, read and understood these Photography & Videography Terms and acknowledge that they apply to the photography and/or videography services included within my booking where identified as applicable in the Main Hiring Agreement.

Client / Organisation

Authorised Representative:

Position:

Signature:

Date:

SPOTLIGHT MULTIMEDIA GROUP LTD

Authorised Representative:

Signature:

Date: