

## **GENERAL TERMS & CONDITIONS**

### **On behalf of Stephan Czepanik (FILMgauge) & contractors:**

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

We enjoy a fair workplace, operate with goodwill, and hope you view our Terms & Conditions as reasonable. Please negotiate or clarify any points prior to the job.

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### **A. BOOKING PROCESS & LIABILITY**

Listed RATES are offered as a guide, and subject to change with job specifics.

DAILY BOOKINGS are taken in time-specific 4-hour (half day), 8-hour (full day) & 10-hour increments, with overtime charged beyond time. A half day is billed as a full day once exceeding a reasonable period. Schedules must adhere to the booked times, as multiple bookings may be held. Jobs wrapping early will be billed as per the original booking.

BOOKINGS are accepted subject to availability and may be CONFIRMED at the time of booking or placed on HOLD.

A HOLD may be cancelled by either party.

A HOLD is considered CONFIRMED 48-hours prior to the day of the booking unless CANCELLED or NEGOTIATED. These times are measured by business days, excluding weekends & public holidays.

The onus remains with the Production at all times.

CANCELLATIONS are recorded via personal contact or recorded message on mobile telephone 0424433119 (+61. 424433119), with email (porticos@gmail.com).

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 in business days, excluding weekends and public holidays.

The extent of Stephan Czepanik's (FILMgauge) LIABILITY due to illness, errors, omissions, professional negligence, technical & mechanical failures, and/or effects of crime shall be limited to the equivalent of the Booking's daily fee.

This agreement is governed by the laws of New South Wales, Australia.

### **B. WORK-DAY & TIMES**

TIMES are measured from CALLTIME-to-WRAP in Sydney-metro (30km radius), and PORTAL-to-PORTAL in all other national & international Locations, inclusive of lunch, travel & appropriate breaks.

CALLTIME is measured from the First-Requirement of the day, with point (C2) being the exception.

WRAP is defined as Departure-From-Final-Location or Final-Requirement of the day,

with point (C2) being the exception.

A Work Day or Overtime Buy-Out is bound by a LIMIT ON WORKING-HOURS set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights.

OVERTIME is measured per hour or part-thereof, and applies to all Productions UNLESS SPECIFICALLY NEGOTIATED.

OVERTIME applies at the following hourly rates. Personnel quoted inclusive of equipment shall bill at an hourly rate of 1 times the hourly-rate. Personnel quoted separately to equipment shall bill at 1.5 times the hourly-rate. Beyond 14 hours, double & triple time rates apply respectively.

WEATHER HOLDS or SPECIAL REQUIREMENTS to be specifically negotiated.

### **C. TRANSPORT & MILEAGE**

Quoted RATES include a Transport Allowance in SYDNEY-METRO of 50km/day. Beyond 50km MILEAGE charged at A\$0.90/km.

LOCATIONS BEYOND 30KM of the Sydney GPO (and considered within Sydney) will consume the 50km Transport Allowance from the 30km boundary onward.

CALLTIME is calculated accordingly and, where applicable, returning to the 30km boundary will be considered the WRAP. For ease of reference, 1km equals 1 minute. ROAD-JOURNEYS out of Sydney incur MILEAGE charges from outset of journey at A\$0.90/km, with TIMES measured on a PORTAL-to-PORTAL basis.

All TOLLS, PARKING FEES or CHARGES incurred in the course of Production are billed to the Production.

TRANSPORT provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the production.

### **D. EQUIPMENT & TAPE STOCK**

TAPE STOCK is the responsibility of the Production.

Listed EQUIPMENT is a guide, and that brought onto Location is deemed appropriate.

EQUIPMENT REQUESTS will be adhered to as closely as possible. Where specific models/items are unavailable a suitable replacement will be sought.

RENTAL EQUIPMENT sourced on behalf of a Production may incur a 20% handling fee in addition to tolls and charges incurred during pick-up & return.

No responsibility accepted for equipment rented on behalf of the Production.

For TECHNICAL FAILURE or LOSS involving Stephan Czepanik (FILMgauge) owned equipment, excluding Dry-Hire sales, Stephan Czepanik (FILMgauge) shall bear the cost of equipment replacement in Sydney. For all other Locations the Production shall bear the cost of replacement.

No responsibility for lost opportunity, lost imagery or lost sound arising from technical failure.

With EQUIPMENT DRY-HIRE SALES, the Hirer accepts all equipment is in good working order prior to leaving Stephan Czepanik (FILMgauge) premises. Stephan Czepanik (FILMgauge) accepts no liability or responsibility associated with the rental, loss, or use of the equipment.

## **E. WORKPLACE**

A SAFE WORKPLACE is always maintained. All personnel reserve the right of refusal.

MINIMUM 10-HOUR TURN-AROUND as per Australian Workplace legislation. Productions planning to shoot in HOSTILE ENVIRONMENTS must advise Stephan Czepanik (FILMgauge) prior to Confirmation. Such environments include exposure to sand, salt, water, dust, biological and chemical agents, civil unrest and declared hostilities.

Production must notify Stephan Czepanik (FILMgauge) of all reasonably FORESEEABLE RISKS related to the job.

EQUIPMENT DAMAGE caused by handling by unauthorized persons or the actions of persons associated with or employed by the Production will be charged to the Production. Authorization is restricted to senior persons in the camera, sound, lighting & grip departments.

Location should have access to CATERING facilities, be suitably catered by Production, or Crew to be informed of special requirements prior to the shoot. Opportunity for a MEAL is due every five hours, with an hour's overtime charged per missed opportunity.

## **F. PAYMENT, INVOICING, COPYRIGHT**

PAYMENT TERMS are strictly 14 DAYS (Net 14), or as stipulated on the invoice.

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.

ORIGINAL RECEIPTS are retained for Stephan Czepanik (FILMgauge) accounts, and charges will be itemized on the invoice.

COPYRIGHT of all recorded materials remain the property of Stephan Czepanik (FILMgauge) until full & final payment has been received.

## **G. TRAVEL**

AIRPORT TRANSFERS and/or AIRPORT PARKING are billed to the Production. Daily WORKING HOURS & TRAVEL DAYS are measured on PORTAL-to-PORTAL basis in all national & international locations beyond Sydney, inclusive of lunch, travel & appropriate breaks.

PER DIEMS must adequately cover meals, telecommunication & weekly laundry, with respect to schedule & destination. Alternate arrangements welcomed.

TRAVEL & REST DAYS include zero filming.

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.

ACCOMMODATION & TRANSPORT provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the project.

## **H. FOREIGN (VISITING) PRODUCTIONS**

All required payments must be received prior to commencement.

Final payment including incurred costs is due upon completion of each schedule.

Continuation Of Services beyond the schedule is negotiable.

Discontinuation Of Services within the schedule incurs applicable Cancellation Fees and immediate air transport to Sydney for personnel and equipment.

Scheduled Payments negotiable for long-term projects.

Recorded materials may be withheld until receipt of due payment.  
When recorded materials are withheld, returns will be arranged upon receipt of payment via the Production's means & expense. All due care taken, no responsibility accepted for losses.

This agreement is governed by the laws of New South Wales, Australia.

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

We look forward to smooth business dealings and great shoots with you.

Yours Sincerely,  
Stephan Czepanik (FILMgauge)