



# Gravy Crew Ltd.

## Diary Management Service

### Terms and Conditions

#### 1 DEFINITIONS

- 1.1 "The Company" is defined as Gravy Crew Ltd registered office address 616D Green Lane, Ilford, Essex, IG3 9SE.
- 1.2 "The Member" means the subscriber being either an individual or company that accepts and subscribes to the services of Gravy Crew Ltd (the Company).
- 1.3 "Third Party" means any individual or company who contacts the Company to ask for the services or employment of one of its Members
- 1.4 "Subscription" is the amount paid by Members to access the services of the Company.
- 1.5 "Bookings" is an agreement made by any third party to reserve or confirm a Member for work.
- 1.6 "Category" is the heading of a department where a Member is listed within on the Company website and in any marketing materials sent out to Third Parties.

#### 2 INTRODUCTION

- 2.1 The Company is a Diary Management Service for film and television crew across all craft and technical departments. The Company agrees to take bookings and enquiries on behalf of our Members in accordance with information given to us by our Members based on their availability to work. The Company also agrees, at our discretion, to actively market Member's details to third parties to encourage promotion of that Member in a positive light with the aim of securing future employment
- 2.2 By subscribing to the services of the Company, the Member agrees to be bound by these Terms and Conditions.
- 2.3 Any Third Party engaging the use of the Company to book any Member agrees also to adhere to the following Terms and Conditions.

#### 3 COMPANY SERVICES

- 3.1 The Company agrees to provide access to a Diary Management Service to its Members, and to Third Parties by telephone, e-mail, SMS, and website.
- 3.2 The Company agrees to list our Members credit lists, CV and showreels where appropriate on our website under the relevant Craft and Technical department.
- 3.3 The Company agrees to contact a Member as soon as a booking or enquiry is made by a third party by any means listed in 3.1.
- 3.4 The Company agrees to follow up any unconfirmed pencils or bookings and keep Members informed of any change in status by any means listed in 3.1.
- 3.5 The Company agrees to market and advertise Members to third parties entirely at the Company's discretion.
- 3.6 The Company cannot guarantee bookings to its Members, although the Company aims to achieve this scenario as much as possible.
- 3.7 The Company reserves the sole right to decide which Craft and Tech Category to list any Member on the Company website. Any additional listings or movement by a Member from one listing to another is at the sole discretion of the Company.
- 3.8 The Company will encourage its Members to attend social gatherings and networking events in order to meet other Members and/or industry contacts to establish future working relationships.
- 3.9 The Company agrees to list selected equipment owned by a Member on the Member's profile page. Any Third Party wishing to hire listed equipment must speak to the Member Directly. The Company takes no responsibility in negotiations for hiring, insuring or booking equipment rental themselves.

#### 4 MEMBERS AGREEMENT

- 4.1 The Member agrees to keep the Company up to date on any bookings, pencils or engagements taken directly by the Member.
- 4.2 The Company agrees to upload the Member's CV to the website upon joining to create a personalised profile page, thereafter the Member is responsible for updating their profile/CV with new work credits via a dedicated secure login page.
- 4.3 The Member agrees that all information supplied to the Company is truthful, accurate and up to date.
- 4.4 The Company must be informed of any dates when the Member is either unavailable or does not want to work in compliance to 3.3.
- 4.5 The Member must notify the Company immediately of any changes to contact information in compliance with 3.3.

- 4.6 The Member agrees to list our diary services contact details on any website, CV, answer phone or voicemail message that a Third Party would normally contact the Member on to make a booking.
- 4.7 The Member agrees to allow the Company to use their personal details for marketing and to make these personal details to any Third Party deemed suitable by the Company in order to encourage or make a booking.
- 4.8 The Member agrees to keep their details updated, and after each job via a secure log in page thus ensuring their listing is a true reflection of work carried out.

#### 5 PAYMENT TERMS

- 5.1 Membership to the diary service is offered on an annual Subscription basis with the option of paying monthly or annually in advance.
- 5.2 For monthly payment terms, Member's Subscriptions will be collected on the 1st of each month in advance by Standing Order.
- 5.3 If a Member's Subscription fee is paid annually, the Company agrees to offer a discount of one month's free Membership payable by Standing Order, or direct bank transfer.
- 5.4 Service to the diary service will commence once the Member's Payment in GBP Sterling is credited to the Company's bank account.
- 5.5 In the event of missed or late renewal fees the Company agrees a grace period of seven days. If the outstanding fees are not received in full within this time period, the Member's profile will be temporarily suspended from the website and all diary services offered by the Company will be frozen until payment is received. Reinstatement of the Member's diary service will only commence on receipt of payment of all arrears on the Member's account.
- 5.6 Any increase in Subscription fees will be advised to its Members by letter, or e-mail with not less than 28 days' notice before it takes effect.
- 5.7 The Company reserve the right to temporarily suspend a Member's Subscription if the Member is unable to work due to long term sickness or ill-health. Such requests must be made in writing by the Member to the Company and each case will be assessed on an individual basis.

#### 6 CANCELLATION OF SUBSCRIPTION

- 6.1 Cancellation of Subscription must be submitted in writing.
- 6.2 A minimum cancellation period of one month's notice in advance is required by the Company.
- 6.3 In the event of cancellation reimbursement of any credit on the account will be made by BACS or Cheque to the Member's contact details held by the Company.

#### 7 LIABILITY

- 7.1 The Company accepts no liability for any missed bookings.
- 7.2 The Company does not accept responsibility for inaccuracies or errors contained in any of its Members CVs listed on the website or sent out directly to Third Parties.
- 7.3 The Company accepts no liability for any direct or indirect damages, expenses or costs arising out of any work performed by the Member or occasioned by any act, omission or misrepresentation by the Member whatsoever out of the Member's incapacity or unsuitability for a specific job or role.
- 7.4 The company accept no liability for any damage, failure or loss from equipment listed on its website that is hired by a Member to a Third Party.

#### 8 GOVERNING LAW AND JURISDICTION

- 8.1 The agreement shall be construed in accordance with and governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

#### 9 BUSINESS HOURS

- 9.1 The Company's normal business hours are from 8.30am to 6pm Monday to Friday with an emergency out of hours phone service. However the office will be closed for the period between Christmas to New Year and Bank Holidays. Exact dates will be posted on our website.

#### 10 CHANGE OF TERMS AND CONDITIONS

- 10.1 The Company has the right to change, exclude or modify any of these Terms and Conditions on 30 days written notice to its Members.