



WOODSTED STUDIOS
WOODSTED PICTURE COMPANY LTD

FILM & TELEVISION
TERMS & CONDITIONS
OF BUSINESS

Production design • Props • Armour • Costume • Weapons / Armoury • Mechanical Builds •
Specialist Fabrication

Contracting entity Woodsted Picture Company Ltd
Trading name Woodsted Studios
Contact: info@woodstedstudios.com
zoe@woodstedstudios.com

Effective date 2 September 2026
BUSINESS-TO-BUSINESS TERMS

IMPORTANT — These Terms are intended for business-to-business film, television, streaming, theatre, advertising and entertainment production work. They do not replace Woodsted Studios' separate consumer, website, privacy or returns policies.

1. Definitions and application

In these Terms, “Woodsted”, “we”, “us” and “our” mean Woodsted Picture Company Ltd trading as Woodsted Studios. “Client” means the production company, studio, broadcaster, producer, production vehicle or other business engaging Woodsted. “Services” means any design, development, manufacture, fabrication, hire, modification, fitting, armoury, weapons, prop, costume, armour, mechanical, finishing, repair, consultation or related services supplied by Woodsted. “Deliverables” means the physical goods or expressly agreed digital deliverables identified in the applicable quotation, estimate, purchase order or written scope.

These Terms apply to all Services supplied by Woodsted to a Client unless expressly varied in writing by an authorised representative of Woodsted. A quotation, estimate, accepted purchase order, written scope, approved change order and these Terms together form the contract ("Contract").

If the Client seeks to contract on its own standard terms, supplier agreement or purchase-order terms, those terms do not automatically override these Terms merely by being supplied or referenced. Any agreed departure or order of precedence must be recorded in writing by authorised representatives of both parties.

2. Quotations, estimates and scope

Unless stated otherwise, quotations are valid for 30 days and are based on the brief, drawings, references, measurements, schedules, quantities and other information available when issued. An estimate is a good-faith assessment rather than a fixed price where the scope, development process or materials cannot reasonably be determined in advance. Woodsted will notify the Client where practicable if an estimate is likely to be materially exceeded.

The price covers only the Services and Deliverables expressly identified. Additional concepts, prototypes, revisions, copies, fittings, finishes, repairs, modifications, meetings, travel, courier charges, customs costs, specialist testing, third-party services, overtime or other work are chargeable where not included in the agreed scope.

Unless expressly stated, prices exclude VAT, shipping, insurance in transit, customs duties, import taxes, permits, accommodation, travel and third-party charges.

3. Orders, purchase orders and authority to proceed

A Contract may be formed when the Client accepts a quotation or estimate, issues a purchase order that Woodsted accepts, pays a requested deposit, or otherwise gives clear written instruction to commence work.

Where production urgency requires work to begin before a formal purchase order is issued, written authorisation by email or other agreed production communication from a person reasonably appearing authorised to instruct Woodsted will be treated as authority to proceed. The Client remains responsible for arranging any internal purchase order required for payment. The Client must promptly identify any spending limits or persons who are not authorised to approve variations. Woodsted may rely on instructions from the Client's producer, production manager, production designer, costume designer, prop master, armourer, HOD or other nominated production representative unless told otherwise in writing.

4. Deposits, invoicing and payment

Payment terms will be those stated in the quotation or invoice. Unless otherwise agreed, Woodsted may require a deposit or advance payment before reserving workshop capacity, ordering materials or commencing work. Deposits are non-refundable once work, procurement or production allocation has commenced, except to the extent required by law or expressly agreed otherwise.

Stage payments may be invoiced against agreed milestones. Final balances may be required before release, delivery or collection of Deliverables where stated in the quotation or where the Client does not have approved credit terms.

Where credit terms are agreed and no different period is stated, invoices are due within 30 days of the invoice date. The Client may not withhold undisputed sums because another invoice, change order or part of the project is disputed.

Woodsted reserves all rights available under the Late Payment of Commercial Debts (Interest) Act 1998 and related legislation, including statutory interest and applicable recovery compensation/costs on qualifying overdue commercial debts. Woodsted may suspend work, withhold delivery and/or decline further instructions while undisputed invoices remain materially overdue, after reasonable notice where practicable.

5. Changes, revisions and additional work

Film and television production is iterative. The Client may request reasonable changes, but any request that changes the agreed design, quantity, material, finish, function, dimensions, performer, delivery date or production method may constitute a variation.

Woodsted may provide a revised quotation, estimate or change order before carrying out a material variation. Where immediate action is reasonably required to protect the production schedule, written approval of the change and/or associated additional cost by an authorised production representative is sufficient authority to proceed.

Changes may affect price and completion dates. Woodsted is not responsible for delay caused by late instructions, revised creative direction, delayed approvals, changed measurements, unavailable performers, or other Client-side changes.

6. Approvals, measurements and fittings

The Client is responsible for reviewing and approving designs, drawings, mock-ups, samples, finishes, colours, materials, measurements and specifications submitted for approval. Written approval authorises Woodsted to proceed on that basis.

Where measurements, scans, patterns or technical information are supplied by the Client or a third party, Woodsted may rely on their accuracy. If Woodsted takes measurements or conducts fittings, the Client must provide reasonable performer access and notify Woodsted promptly of relevant changes.

Following approval, remedial work required solely because the Client changes its mind, changes a performer, supplies inaccurate information, or requests a departure from an approved specification is chargeable and may affect the schedule.

7. Handmade work, tolerances and materials

The Client acknowledges that specialist props, armour, costume, scenic, leather, metal, painted, distressed and hand-finished items may exhibit reasonable variations in colour, texture, grain, welds, brushwork, distressing, patina, surface finish and dimensions. Such variations are not defects where consistent with the approved design, reference and intended production use. If a specified material or component becomes unavailable or unsuitable, Woodsted will seek approval before making a material substitution where reasonably practicable. Minor technical

substitutions that do not materially alter appearance, function or safety may be made where necessary to complete the work.

8. Timelines, production schedules, rush work and overtime

Any completion or delivery date is based on the information, approvals and dependencies known at the time. Woodsted will use reasonable endeavours to meet agreed production dates but time is not of the essence unless expressly agreed in writing.

Where the Client accelerates an agreed schedule, requests out-of-hours work, weekend work, additional shifts, expedited procurement or other extraordinary measures, Woodsted may charge reasonable additional labour, supplier, courier and rush costs, subject to approval where practicable.

Woodsted is not responsible for delay caused by matters outside its reasonable control, including supply-chain disruption, courier or customs delay, industrial action, power or equipment failure not caused by lack of reasonable care, severe weather, epidemic, governmental restriction, fire, flood, war, civil disturbance or comparable force majeure events. Woodsted will notify the Client and take reasonable steps to mitigate material delay.

9. Cancellation, postponement and suspension

The Client may cancel or postpone Services by written notice. On cancellation or postponement, the Client must pay all invoices already due plus the reasonable value of work performed, labour committed, materials ordered or used, non-cancellable supplier/subcontractor commitments and other irrecoverable project costs incurred up to the effective date.

Where workshop capacity or crew has been specifically reserved and cannot reasonably be redeployed following late cancellation or postponement, Woodsted may charge reasonable documented costs arising from that lost allocation to the extent stated in the quotation or separately agreed.

If a project is postponed, Woodsted will use reasonable efforts to accommodate revised dates, but availability cannot be guaranteed and revised pricing may apply.

10. Delivery, collection, title and risk

Delivery, collection, packaging and transport arrangements will be as stated in the quotation or otherwise agreed. Unless Woodsted expressly undertakes delivery itself, third-party couriers and freight providers act as independent carriers.

Risk in physical Deliverables passes to the Client on delivery to the agreed destination or, where collected by the Client or its nominated carrier, on collection. Title to Deliverables manufactured for sale does not pass until Woodsted has received all sums due in respect of those Deliverables, to the extent permitted by law.

The Client is responsible for checking Deliverables promptly and notifying Woodsted in writing of any apparent shortage, transit damage or material defect as soon as reasonably practicable, with photographs where appropriate.

11. Storage and uncollected property

The Client must collect or accept delivery of completed Deliverables within the agreed period. If items remain at Woodsted after the agreed collection/delivery date, Woodsted may charge reasonable storage, handling and insurance costs after giving notice.

Woodsted will take reasonable care of stored Client property but is not an insurer of such property. Where property remains uncollected for an extended period, Woodsted may require the Client to arrange collection by a stated reasonable deadline and may exercise any rights available at law in respect of uncollected goods.

12. Intellectual property and production materials

All intellectual property owned or developed by either party before the Contract, or independently of the specific commission ("Background IP"), remains the property of that party. The Client retains all rights it owns or controls in its production, characters, scripts, artwork, trademarks, designs and other Client materials. The Client grants Woodsted a limited licence to use Client materials solely as reasonably necessary to perform the Services.

The Client warrants that it has authority to provide materials and instructions supplied to Woodsted for the commissioned production use. Woodsted is not responsible for third-party intellectual-property claims arising solely from Client-supplied designs, artwork or instructions, except to the extent caused by Woodsted's unauthorised departure from them.

Ownership or assignment of intellectual property created specifically for the Client will be only as expressly stated in the quotation, purchase order or separate written agreement. Payment for a physical Deliverable does not by itself transfer Woodsted's Background IP, manufacturing know-how, processes or reusable technical methods.

13. Moulds, tooling, patterns and digital working files

Unless expressly included as a Deliverable, workshop tooling and production aids created or used by Woodsted - including moulds, bucks, jigs, fixtures, templates, patterns, masters, test pieces, support structures and manufacturing aids - remain Woodsted property, even where their cost is reflected in the project price.

Unless expressly agreed otherwise, editable or working digital files - including CAD files, digital sculpts, ZBrush working files, toolpaths, manufacturing files, source artwork and internal technical documentation - are not Deliverables. The Client may purchase or commission specified files or tooling where separately agreed in writing.

Nothing in this clause permits Woodsted to reproduce or commercially exploit the Client's protected characters, designs or confidential production material outside the permissions granted by the Client.

14. Confidentiality and publicity

Each party must keep confidential all non-public information received from the other in connection with a production, including scripts, concepts, designs, photographs, performer information, schedules, call sheets, prototypes, budgets, security arrangements, production methods and unreleased project information.

Woodsted will not knowingly publish, display or disclose confidential production work before public release or other written authorisation. Any production-specific NDA or confidentiality

agreement signed by Woodsted will apply in addition to these Terms and will prevail to the extent of a direct conflict on confidentiality.

After public release, Woodsted may only use project names, approved imagery or photographs of its work for portfolio, awards, trade or promotional purposes where such use is lawful and not prohibited by an NDA, production agreement or written Client restriction. Where production approval is required, Woodsted will seek it before publication.

15. Client property, materials and security

Client-supplied costumes, props, reference items, weapons, components, artwork, data and other property remain Client property. Woodsted will exercise reasonable care while such property is in its custody.

The Client must identify unusually valuable, irreplaceable, hazardous or specially insured property before delivery to Woodsted and agree any additional storage, security, handling or insurance requirements in writing.

Woodsted may comply with reasonable studio security, photography, access-control and information-security requirements notified in advance, provided they are proportionate and do not materially alter the scope or cost without agreement.

16. Subcontractors and specialist suppliers

Woodsted may engage suitably qualified employees, freelancers, subcontractors and specialist suppliers to perform parts of the Services. Woodsted remains responsible for the Services it has contracted to provide, subject to these Terms.

Where the Client requires named personnel, prior approval of subcontractors, special clearance, union/guild compliance, enhanced confidentiality or location-specific onboarding, those requirements must be notified as early as reasonably practicable and may affect price or schedule.

17. Weapons, armoury and regulated items

Where Services involve firearms, weapons, ammunition, blank-firing systems, restricted components or other regulated items, all possession, manufacture, modification, transport, storage, transfer and use must be carried out in accordance with applicable law, licence/authority conditions, production safety requirements and any agreed armoury protocol. The Client must ensure that on-set use is controlled by appropriately authorised and competent personnel and that performers and crew follow applicable safety instructions. No person may modify, convert, dismantle or use a regulated or safety-critical item contrary to Woodsted's written instructions or applicable law.

Woodsted may refuse any instruction, use or transfer that it reasonably believes would be unlawful or unsafe. Where a change in law, licensing conditions, police requirements, location rules or production safety requirements affects the agreed Services, the parties will cooperate in good faith to revise the method, schedule and reasonable cost of performance.

18. Mechanical, wearable and safety-critical items

Props, armour, costumes and mechanical builds are designed for the intended production use and conditions communicated to Woodsted. The Client must not assume an item is suitable for

stunt, load-bearing, impact, pyrotechnic, live-fire, vehicle, climbing, fall-arrest or other safety-critical use unless that use has been expressly specified and agreed.

The Client is responsible for appropriate on-set risk assessment, supervision, performer briefing, maintenance and inspection after handover. Woodsted is not responsible for defects or injury caused by unauthorised modification, misuse, inadequate maintenance, abnormal loads, use outside the agreed purpose, or damage occurring after risk has passed, except to the extent caused by Woodsted's breach or negligence.

19. Insurance

Each party will maintain insurance reasonably appropriate to its activities and legal obligations. If the Client requires specific insurance limits, endorsements, certificates or production-specific cover, those requirements must be provided before commencement where practicable.

The Client is responsible for production insurance covering its production activities and property after risk has transferred, including appropriate cover for high-value hero items, performers, locations, stunts and on-set use where applicable.

20. Quality, defects and remedies

Woodsted will perform the Services with reasonable care and skill. If a Deliverable materially fails to conform to the agreed specification because of Woodsted's workmanship, the Client must give Woodsted a reasonable opportunity, where practicable, to inspect and repair, replace or re-perform the affected work.

Woodsted is not responsible for ordinary wear and tear, consumable components, expected ageing/distressing, accidental damage, misuse, unauthorised alteration, incorrect storage, Client-supplied defects or damage caused by third parties.

21. Liability

Nothing in the Contract excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the preceding paragraph, Woodsted will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of production opportunity or loss arising from production delay, except where such exclusion is not permitted by law.

Subject to liabilities that cannot lawfully be limited and unless a different cap is expressly agreed in writing, Woodsted's aggregate liability arising out of a Contract will not exceed the total fees paid or payable to Woodsted under the specific project giving rise to the claim. Any limitation or exclusion in these Terms applies only to the extent it is fair, reasonable and enforceable under applicable law.

22. Indemnities and third-party claims

Each party remains responsible for its own acts and omissions. The Client will be responsible for third-party claims arising directly from materials, designs or instructions supplied by the Client where Woodsted has followed them as agreed, subject to applicable law and any separate negotiated production agreement.

No indemnity in these Terms requires either party to indemnify the other for the other party's fraud, wilful misconduct or negligence to the extent prohibited by law.

23. Compliance, ethical conduct and right to refuse unlawful work

Each party will comply with applicable laws and regulations relevant to its obligations under the Contract. Woodsted may decline or stop work that it reasonably believes would require unlawful conduct, breach a licence or regulatory condition, or create an unacceptable and unmitigated safety risk.

Where lawful compliance requires a material change to scope, method, timing or cost, the parties will discuss an appropriate written variation.

24. Termination

Either party may terminate the Contract for a material breach that the other party fails to remedy within a reasonable period after written notice, where the breach is capable of remedy.

Woodsted may suspend or terminate immediately where continued performance would be unlawful or presents a serious safety risk.

Termination does not affect rights accrued before termination. The Client remains liable for properly due fees, work performed, committed materials and other sums payable under the cancellation provisions.

25. Notices and communications

Routine project approvals, variations and instructions may be given by email or other written production communication customarily used by the parties. Formal notices of termination, legal dispute or material breach should be sent by email to the designated commercial contact and, where requested, to the registered office or other notified address.

26. General provisions

Neither party may represent that it has authority to bind the other except as expressly agreed. Nothing in the Contract creates a partnership, joint venture, employment relationship or agency between the parties.

If any provision is held invalid or unenforceable, the remaining provisions continue in effect and the invalid provision will be treated as modified to the minimum extent necessary to make it enforceable where permitted.

A failure or delay in exercising a contractual right does not waive that right. No person other than the parties has a right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated otherwise.

Neither party may assign the whole Contract without the other party's prior written consent, not to be unreasonably withheld, except that the Client may assign to a production financier, distributor, broadcaster, studio affiliate or successor production entity provided this does not reduce Woodsted's accrued payment rights.

27. Governing law and jurisdiction

Unless expressly agreed otherwise in writing, the Contract and any non-contractual obligations arising from it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, subject to any separately negotiated dispute-resolution provision agreed by the parties.

28. Entire agreement and precedence

The Contract constitutes the agreement between the parties in relation to the relevant Services and supersedes prior discussions concerning that scope, without excluding liability for fraud or fraudulent misrepresentation.

Where documents conflict, the following order applies unless expressly agreed otherwise in writing: (1) any signed production-specific agreement or negotiated amendment; (2) an agreed change order; (3) Woodsted's accepted quotation/scope; (4) the accepted purchase order; and (5) these Terms. Boilerplate terms printed on or linked from a purchase order do not alter this order unless expressly accepted in writing by Woodsted.

WOODSTED PICTURE COMPANY LTD t/a WOODSTED STUDIOS

Email: info@woodstedstudios.com

Workshop: Woodsted Studios, Hurstley Wood, Kinnersley, Herefordshire, HR3 6PD

Document note: These standard terms are intended as a practical B2B production-services draft. Because they address regulated weapons/armoury work, intellectual property and limitations of liability, Woodsted should have the final wording reviewed by its UK solicitor and insurance broker before adopting it as binding standard terms.