



## **Video Production Terms and Conditions**

The term 'TVMI Ltd', 'us', 'we' or 'our' refers to the owner of the business. The term 'you' or 'your' refers to the user or customer to our video production service(s). The term 'video' refers to the product and service with which we will supply you. The term "footage" refers to the media content captured by our cameras and audio equipment during the production of your project. The term "pre-production" refers to the planning and organisation process that takes place before the production stage. The term "production" refers to the gathering of, or intention to gather, media content (including footage) for use in your project. The term "post-production" refers to the process of importing, editing and encoding the media content for your project, combining this with any additional material including graphical and musical elements.

### **1. Planning and quoting for your project**

1.1 We will generate a plan and quote for the production of your project, and this is sent to you as an email. By agreeing to these terms and conditions, you are accepting that you have read, and agree to, the plan and quote that is sent to you. Any plans and quotes are valid for thirty days from the date of submission.

1.2 The plan and quote we provide to you is only valid based on the information you give us being true. Any changes in circumstances or requirements may result in an amended plan and quote.

### **2. Deposit payments for video production services**

2.1 To secure the provision of our services, a non-refundable (except in those circumstances set out in Section 4.1) deposit payment of 50% of the total amount we charge for your project may be levied.

2.2 You will be sent an invoice for the deposit amount as an email attachment. This invoice will be sent upon your acceptance of these terms and conditions. Payment must be cleared before the project start date in order for our service provision to commence.

### **3. Changes and amendments to your project after completion**

3.1 We will provide you with a draft version of your project file(s) once the post-production stage is complete. You will then be allowed seven working days to notify us of any editorial changes or amendments you may require. Changes or amendments may only be editorial – those that affect the original brief are not included.

3.2 Any changes or amendments that affect the original brief may be subject to an additional charge.

3.3 Any changes or amendments that we are notified of after seven days of the submission of the draft may be subject to an additional charge.

#### **4. Our right to cancel**

4.1 We reserve all rights to terminate our provision of service to you at any time. In the event of our cancellation, any deposit will be fully refunded.

4.2 Reasons for cancellation may include, but are not limited to, staff illness, short notice medical or family emergencies, or natural/human disasters/events.

4.3 Upon any discovery of unsafe filming environments relating to the project, or production circumstances that pose a significant risk to our health or wellbeing, we reserve the right to cancel the production session and you will be liable to a charge, as detailed in Section 6.1.

#### **5. Your right to cancel**

5.1 You reserve all rights to terminate the provision of our services at any time.

5.2 In the event of any cancellation on your behalf, all deposit payments are non-refundable.

5.3 Cancellations during the production stage of your project will result in you being liable for 75% of the total project charge.

5.4 Cancellations during the post-production stage of your project will result in you being liable for 100% of the total project charge.

#### **6. Cancellation, delay or disruption of production due to organisational circumstances**

6.1 If we attend a production session, or are travelling to a production session which is cancelled, delayed or disrupted due to your disorganisation, we reserve the right to levy a daily (or part thereof) charge of £250.00 GBP to cover the cost of our time and expenses.

#### **7. Your personal details**

7.1 In order to commence a project, we will require your full details. You will be provided with a form to complete, which must be returned to us and verified before any production can begin.

7.2 We will never sell or pass on any of your details to a third party under any circumstances. These details are for our own records only.

#### **8. Late payments**

8.1 Invoice credit terms will be specified within the document. Payment is required before the credit term expires.

8.2 If payment is not received within the specified credit terms, we are entitled by statutory legislation to levy an additional charge of 8% over the Bank of England base rate of interest for the period that the invoice remains unpaid. This policy will be enforced with immediate effect once the credit term has expired.

8.3 When sending payment by cheque, you must allow for reasonable time for the cheque to be delivered to our offices and paid in to our bank account before the credit term expires. You will remain liable for late payment charges if the payment is not registered as cleared funds before the credit term expires.

## **9. Handling of your project's footage and files during the project term**

9.1 We will take all reasonable steps and precautions to protect the footage files we gather during your project.

9.2 We cannot be held liable if footage files are lost, damaged or stolen whilst in our possession. This includes, but is not limited to, theft under all offences listed in the Theft Act 1968. Other causes of loss of footage may include, but are not limited to, natural/human disasters/events, human error and computer system malfunction or failure.

9.3 In circumstances where footage files cannot be recovered, we will decide whether to re-produce the content at no additional cost to you, or terminate the project with a refund of your deposit.

9.4 In any circumstances covered in Section 9.3, we cannot be held liable for any of your costs incurred for the original project. This may include, but is not limited to, actor, actress, presenter and director fees, location or studio hire and travelling expenses.

## **10. Storage of your project's footage and files after the project term**

10.1 After a project's completion, whereby you are in possession of the final project files, it is at our discretion as to whether its related footage and files are stored on our systems. We cannot be held liable if footage files are lost, damaged or stolen after the project is complete.

10.2 You may contact us after your project is complete if you require any further content, and we will advise you as to the status of the original footage and files, and whether this is possible.

10.3 We will normally retain footage and related files for a period of six months after the completion of any project. If you instruct us to retain project material beyond the six month period, we reserve the right to charge an archiving fee of £100 per year.

## **11. Rights to the use of a project's video content**

11.1 Where you provide material to us for inclusion in your project (which may include, but is not limited to, logos, images, trademarks, footage and audio), the relevant permission must firstly be obtained from the original copyright holder. By accepting these terms and conditions, you hereby indemnify us against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws attributed to the material.

11.2 We retain all rights to the usage of footage captured during the production of your project. As part of our video production service, we also provide limited rights of use of that footage to you.

11.3 We retain all copyright over any content we produce for you. Your licence grants you permission to use the content in the state in which we provide it to you. Permission is not granted to re-edit, copy or alter the content in any way.

11.4 We reserve the rights to use any footage and related files from your project(s) in our showreels and for other promotional purposes.