

Terms and Conditions

DEFINITIONS

Falling Snow Productions hereafter referred to as FSP.

Client: The business, organisation or person who engages FSP to carry out the work of the project, production or video for them.

Project / Production / Video / Goods: The end production, or video which is supplied to the client.

Contract: A written arrangement agreed between FSP and the client in the form of a purchase order or written brief.

Third party: Any company, organisation or person not affiliated with or controlled by FSP or the client.

TERMS AND CONDITIONS

1). Acceptance of this quotation and/or issue of a purchase order from the client, is acceptance and agreement of the Terms and Conditions stated below, which forms the contract between FSP and the client.

2). All quotes are free and valid for thirty (30) days unless otherwise agreed or stated.

3). Costs will be discussed during initial meetings between the client and FSP. Costs will be relative to the valid quotation provided upon request. Costs will be dependent on the type and length of the production, as well as time spent on pre-production, production and post-production. Any additional costs to the production will be notified, agreed in writing and charged accordingly to the client.

4). Production fees shall be exclusive of disbursements and expense items related to the agreed project such as messenger services, postage, overseas telephone charges, photocopying, photography and prints, disc or tape duplications, creation of audio and video streaming files, travel,

accommodation, subsistence, and similar items which will be invoiced to the client on the relevant project, or separately as necessary. It is the Client's responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final video production. It is also the responsibility of the Client to acquire releases from persons appearing in the film's audio or video, and all Locations in which filming takes place.

5). If a project requires additional content, this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

6). FSP will not commence work on any project until a signed purchase order or equivalent document has been provided by the client.

7). The client's requirements must be clearly provided in the form of a written brief to FSP with at least 48 hours notice before commencement of any work.

8). Unless agreed otherwise in writing, FSP reserves the right to request 50% (exclusive of VAT) of the invoice as a deposit which must be paid after terms of contract are agreed and at least 7 days prior to commencement of any work. The remaining 50% shall be payable on completion of the project. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.

9). Notice of Cancellation or Termination: Prior to commencement of production: In the event of cancellation of a service or termination of the agreed contract, in whole or part, by the client, FSP reserves the right to make the following cancellation/termination charges. Cancellation by the client with less than 48 hours notice may result in up to 50% of total

charge minus any deposit paid. Cancellation by the client prior to 48 hours notice may result in a charge being made to cover costs already incurred. Cancellation by the client when the production has commenced, or with less than 48 hours notice, may result in up to 100% of the total charge being made. FSP reserve the right to cancel or terminate a contract if:

a). You or your organisation becomes insolvent or subject to bankruptcy proceedings.

b). The reputation of FSP and anyone connected with FSP could be damaged.

10). The client may terminate the contract at any time by written notice of termination, and on settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by FSP unless any other written agreement is reached in advance.

11). Any contract requiring FSP to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with FSP, its servants or agents, as necessary.

12). A project will only be publicly released by FSP and the client once both parties (FSP and the client) approves all content as complete and satisfactory and confirms this in writing. Clients are not permitted to release any form of preview/work-in-progress content to the public or their end user.

13). FSP reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal. Should such a submission occur, the client will be advised which information was deemed unsuitable, and requested to amend the information. If the client can show good reason to use the "unsuitable" information, its inclusion may be considered.

14). FSP shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by

suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to FSP, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

15). FSP cannot be held liable for loss or damage caused as a result of third party action or failure.

16a) COPYRIGHT & OWNERSHIP: In alignment with UK law, when a client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing. For productions produced by FSP, FSP assigns to the client a license to use the video and audio for all platforms and territories in perpetuity. The client has no rights to separate parts of the film from the whole for other uses, however FSP will not unreasonably withhold permission providing any FSP branding is removed. If you require full copyright and ownership of your material, please contact us to discuss arrangements and terms in writing.

16b) PERMITTED USAGE: In consideration of, and subject to, the final payment of full fees due to FSP by the client, FSP hereby assigns to the client with an in perpetual, worldwide license to use the accompanying image(s), sound(s) and video(s) (collectively, "Media,") for permitted commercial purposes, defined as:

- video, broadcast, theatrical
- advertising, promotion and industry/company communications

- as part of a commercial website for promotional or other communication purposes

16c) RESTRICTIONS ON USE: The client may not resell, relicense, redistribute without express written permission from FSP. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.

17). FSP retain the right to use any content of the project or video (in part or in full) in perpetuity and in any medium for the purpose of FSP promotional use, unless otherwise agreed in writing with the client.

18). Any confidential or proprietary information which is acquired by FSP from a client, company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, FSP will sign and adhere to the conditions of any Confidentiality Agreement used by the client. Likewise, the client shall keep confidential any methodologies and technology used by the FSP to supply of the product(s) or service(s).

19). Unless otherwise agreed in writing, the client accepts FSP's decisions on creativity within the product(s) or service(s).

20). If full payment is not received within the time frame stated on the issued invoice, FSP reserve the right to remove all or any discounts offered on the original agreed quotation. These discounted amounts (in £GBP) will be invoiced separately – and in addition to the original invoice – at the discretion of FSP.

21). Payment may be made by bank transfer or cheque. All cheques must be made payable to 'Touchstone FSP'. Bank transfer is preferred and banking details will be issued at the point of invoice.

22). On delivery of the final master video, any technical issues encountered in the video will be corrected free of charge by FSP. FSP reserves the right to quote and charge accordingly, any ongoing and additional post-production incurred outside of the agreed contract. RE-MASTERING: Once complete video sign-off has been received from the client in writing and a final master file delivered, any changes to the video beyond that point will be subject to an editing and re-mastering fee. This is to cover the costs of making minor amends, re-exporting the files and processing QC.

23). FSP cannot be held liable to any party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

24). Any claims must be made in writing to FSP within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.

25). Until all payments are made in full, the copyright and ownership of all edits and material shot or created remains the full copyright and ownership of FSP. Any material published that has not been fully paid for, will be copyright-claimed by FSP to the publishing platform.

26). FSP reserves the right to watermark all or any, preview or completed videos until the total bill is paid in full – at which point, the clean 'public ready' final version will be released to the client. Should no payment be received, FSP reserves the right to delete the video from YouTube, Vimeo, or other hosting web site.

27). If a client takes all footage (or a copies of all footage and material) away from FSP – then it is deemed that the responsibility and safeguarding of the material is then fully passed on to the client. FSP will then no longer be liable for the footage, and also reserves the right to delete all material and footage associated with the project from FSP's media server and hard drives at any point in the future. Unless otherwise agreed, automatic backup of your footage will be for a maximum of 3 months after the final delivery date of your project..

28a). Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of FSP, and copies will be given over to client at the discretion of FSP. Copies of footage can be requested by clients, but this does not mean that project files will be transferred over by default.

28b): SUPPLY OF RUSHES / ALL FOOTAGE FILMED: Rushes (all filmed footage) are not supplied to the client as standard. Rushes/video files can be supplied for an additional fee,

29a). FSP CREDIT : Unless you specify otherwise, it is standard procedure (especially

on discounted productions) for us to include a small FSP credit at the end of all videos.

29b). Once you publish your video into the PUBLIC DOMAIN, it is assumed to be acceptable by you (unless otherwise stated by you) for any talent that feature in your video (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in your video for the purpose of the talent's own showreel and marketing use (in whole or part use).

30). If production time is quoted, agreed and subsequently invoiced and paid for – then any unspent production time will be issued as a credit note (at the discretion of FSP) for future use. No refunds will be given.

31). A standard filming day is 7.5 hours of crew time on-set or at location (including lunch and breaks, but excluding travel time). Any additional overtime required by the project or client on the filming day may be subject to additional costs.

32). Unless otherwise specified, the default filming format and resolution for FSP is 1080HD PAL.

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