



Terms and Conditions

These video production terms and conditions are in relation to business and work carried out by Rebekah Peet – as Rebekah Peet Film and Photography. They should be read in conjunction with the invoice.

Booking and Payment

The “Company” (Rebekah Peet Film and Photography) shall issue a Quote to the Client in respect of products or services to be supplied, the payment terms for which will be stipulated on the Quote. A non-refundable Booking Fee will be charged which will be 10% of the full amount on the Quote. When the Booking Fee is received from the Client, an Invoice is issued which will be bound by these Terms and Conditions. Until the Booking Fee is received, no dates set for filming are considered as secured.

The payment for filming, including any related expenses, must be received at least 4 weeks before the beginning of filming unless agreed in writing otherwise. Expenses may include travel, accommodation and subsistence. An invoice for the final product will be issued for the remaining payment after the completion of the Product but before delivery of the Product to the client. The invoice for the final product should be paid within 4 weeks of the date on the invoice. The final product will be delivered by the Company after receiving the final payment. If multiple products are ordered, then these may be subject to different payment dates and more than one final product invoice.

A payment is deemed received either when cash is delivered to the Company and a dated receipt issued or where funds are sent by electronic transfer and those funds have cleared in the Company's bank account. The Company reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Bank of England base rate ruling on the date payment is due.

Where the Client fails to make payment of any invoice as per the payment terms specified on the invoice, the Company may without prejudice to any other remedy available to it suspend or revoke the Customer's rights under this Agreement. If payment for filming is not received 4 weeks prior to filming then the Company reserves the right to cancel the filming and charge the deposit plus the filming cost.

The Client or its agents may not use any Materials related to the Product, including any Materials sent for review by the Client, in any way until payment for the final product has been received by the Company unless there is prior agreement in writing. Any use of the Materials prior to the Company receiving payment for the Final Product will be unauthorised and will incur a Penalty Charge of no less than twice the initial Quote value. Penalty charges must also be paid and received in full before the Customer's rights are restored.

Cancellations

The Client may cancel the booking at any time by giving written notice to the Company. Cancellation charges are as follows:

1. More than 4 weeks before filming = deposit only.
2. Less than 4 weeks before filming = deposit plus the filming cost.
3. After filming – full amount.

The Process

Before Filming

Any variations in the times, dates, or to the planned event that may impact on the schedule or filming should be communicated to the Company as soon as possible.

The Client must obtain permission to film the event and the Client is also responsible for gaining permission for use of the various locations and any fees levied by them. Arrangements should be made for all venues to be accessible by the Company at least one hour before the time of each event; this is to be arranged by the Client.

Everyone featured in the video is required to sign a release form by which they agree for their images to be used for the purposes of advertising by both the Company and Client.

Filming

Every effort is made to ensure perfect filming conditions are put in place, however this is not always possible especially due to the nature of certain projects (eg. filming outdoors, weather conditions, indoor artificial lighting). With these factors beyond our control, The Company will endeavour to produce the best image possible. In the case that a particular segment of an event is either not recorded, partially recorded, or not a part of the final edited film, it is at the sole discretion of the Company. If something occurred at the event that the Customer does not want to appear on the final film, the Client must instruct the Company in writing before post-production begins.

The Company will not be liable for any equipment malfunction.

Editing

The Company will endeavour to build your film around any special requests made within the invoice, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Client's wishes. The Company will not be held responsible for scenes not included due to inclement weather or other conditions outside of the Company's control.

A first complete edit will be made available to the Client for review and comment. One set of amendments will be undertaken as agreed with the Company and subject to the creative discretion of the Company. Any final editing decisions are of the sole discretion of the Company.

Any changes requested on the final copy once sent out will be subject to a further charge. To comply with Copyright law any background music used will be copyright free.

Any loss or damage of material or software (i.e. video and/or audio) supplied by the Client is limited to the cost of the media alone. No consequential loss is accepted by the Company. If a Client submits any media to the Company for inclusion in the film, Copyright clearance is the responsibility of the Client.

Creative Brief and Acceptance of Goods.

The Client shall within seven days from the delivery of the final product(s) give written notice to the Company of any respect in which it is alleged that the final product(s) does not comply with the invoice. Subject to any such notice, the goods will be deemed to comply with the invoice in all respects. Unless otherwise agreed, the Client accepts the Company's decisions on creativity within the product or service. Unless a rejection fee has been agreed in advance, there is no right to reject any Materials on the basis of style or composition.

Liability and Related Issues

Liability

The Company accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of the Company being unable to supply the product(s) or service(s) as

specified in the Invoice, liability shall be limited to the total Invoice value – or monies already paid by the Customer.

Health & Safety

The Company and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s). The Client must provide a safe working environment and is responsible for any damage to the Company's equipment by their guests and will be liable to pay such expenses for replacement or repairs. In restrictive conditions such as rain, extreme temperatures and humidity, adequate shelter must be provided to the Cinematographer and any crew.

Data Protection

The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection.

Confidentiality

Unless otherwise agreed, the Company will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by the Company to supply the product(s) or service(s).

Copyright Materials and Licence Agreement

The product is subject to a licence agreement between the Company (the 'Licensor') and the Client ('the Licensee'). Any images and/or video or audio recordings supplied by the Licensor to the Licensee ('Materials') are detailed on the relevant invoice and are subject to the Standard Licencing Terms ("Terms") as detailed below and amended from time to time by the Licensor. Unauthorised use of any of the Licensor's Materials is prohibited and legal enforcement action may be taken.

Unauthorised use of the Licensor's Materials will also incur an unauthorised usage penalty fee (see below).

The entire copyright in the Materials is retained by Rebekah Peet Film and Photography (the 'Author') at all times throughout the world. The Author and / or the Licensor may from time to time at their sole discretion select Materials (in part or in whole, in physical and / or digital form) for inclusion in a display, showreel or portfolio or for other purposes including but not limited to entering into photographic competitions or other exhibitions. Where any such use results in a benefit (for example a competition prize or exhibition fee) that benefit shall be retained exclusively by the Author and / or Licensor.

Unless otherwise agreed in writing by the Licensor, on payment of the agreed fee, the Licensee is granted a non-exclusive and non-transferrable licence to use the Materials subject always to the Terms. Any restrictions on the Licensee's use of the Materials will be detailed on the relevant invoice.

For example the Licensee may only be permitted to reproduce the Materials up to a certain size or for a limited time period. The invoice will also detail whether any exclusivity of use has been included (for example, the Licensor may agree to only supply the Materials to the Licensee on an exclusive basis for a certain time period or in a specific geographic territory). Unless otherwise stated on the invoice, the Licensee is permitted the following uses of the Materials:

- non-exclusive use of the specified Materials; and
- in the United Kingdom including the Channel Islands; and
- in any medium (e.g. print, online, inclusion in presentations etc). The Licensee may not use the Materials for any 'Non-Permitted Uses'. Non-permitted Uses

Any use which in the Licensor's sole discretion may be deemed offensive, embarrassing or otherwise inappropriate.

Any sale of any Materials or onward transfer of any licence in relation to the Materials is expressly prohibited without the prior written consent of the Licensor.

Third Party Rights

Unless otherwise agreed in writing by the Licensor, no licence granted under these Terms may transferred to any third party.

Manipulation

The Licensee may not manipulate the Materials without the written permission of the Licensor.

Ownership of the RAW Footage and Copyright

- a. The RAW Footage remains the property of Rebekah Peet Film and Photography. Copyright in the RAW footage is vested in us. This means that:
- b. We reserve the right to dispose of the RAW footage in our absolute discretion.
- c. We do not accept liability in relation to any loss of and/or damage to the RAW footage.
- d. Neither you nor any one on your behalf are allowed to make any copies of any footage, digital copies or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of footage without our consent is a breach of copyright for which you may be liable in damages

RAW Footage is kept for a period of one year from delivery of the final product.

We reserve the right after you have received your copy of the films, to use the films or part of it to any prospective client who may wish to see a sample of our work, or to enter it into competitions, use extracts in our showreel or display online.

Distribution of RAW Footage

The Company will not release the RAW footage to the Client under any circumstances. If the Client requires changes to be made to the final product at a later date (within a year of delivery of the final product to align with the retention of RAW footage) this will need to be completed by the Company and will be subject to a new Quote.

Jurisdiction

The terms of this Agreement shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction over all matters arising out of it.