

FLIGHT CINEMATIC LTD T/A 'ALT CINEMATIC' TERMS AND CONDITIONS

(Reviewed: 18/05/2016)

These Terms and Conditions are for your protection as well as ours. Please read them carefully.

CONTRACT TERMS

1. **Introduction.** A contract is formed between a customer (referred to as the "you", "your" or "the client") and Flight Cinematic Ltd T/A 'Alt Cinematic' (referred to as the "we", "us", "our" or "the company") when an Order is received from the Customer.
 - a. All Terms and Conditions stated within this document are deemed acceptable to you upon receipt of an order, which may be in written, verbal or electronic form.
 - b. The Product or Service shall mean any product or service that is provided by us, the Company, to you, the Customer.
 - c. Should we choose not to enforce any or all of these conditions, it should not be interpreted as a waiver of any of our rights.
 - d. These conditions do not affect your statutory rights.

COPYRIGHTS

1. **Copyright (Our material).** In consideration of the agreed fee and subject to what is said below, we:
 - a. hereby assign to you (by way of present assignment of existing and future rights) all copyright and other proprietary rights of any sort in the materials, with the exception of music provided by us which shall remain the licensed property of Flight Cinematic;
 - b. confirm your unrestricted right throughout the world to utilise and exploit the materials in any way and in any media whatsoever.
 - c. We reserve the right to use the materials delivered to you, in its original and edited form, for our own promotional purposes.
2. **Copyright (material provided by you).** In the event of you providing material or requesting that certain material is included (video, audio, photographs, musical works, logos, etc) for inclusion into our production, all copyright or all necessary licenses must be obtained from the original copyright owner/controller provider by you. The material to be provided to us must be totally free of charge (or otherwise paid for by you) and you shall indemnify us against any future possible claims, disputes, expenses or similar that may arise for a third party concerning usage of such material.

TERMS RELATING TO FILM PROJECTS

1. **Creative Brief.** Unless otherwise stated in writing and agreed, you accept our decisions on creativity within the product(s) or service(s).
2. **Works specified (as per estimate).** All works undertaken will be as per our written quotation provided by email. You are obliged to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional filming days will incur additional charges.
3. **Approval/Amendments of draft footage (1 set of minor amendments).** On the majority of projects, a 'draft' version of the production will be forwarded to you for your review. This draft may receive one set of revisions only, which is included in the original agreed cost. Subsequent revisions thereafter or a major re-edit will incur an additional daily rate of £350.00 per day or part thereof.
4. **Changing filming dates.** In the event of you wishing to change the filming date we insist on a minimum of 30 days notice. Failure to comply will result in you becoming 100 per cent liable for all costs incurred. In the event that we are unable to fulfill the project on the requested date you will be informed and if no further suitable date can be found you will be 100 per cent liable for all costs incurred.
5. **Aborting filming or re-shooting due to client's lack of organisation.** In the event of filming being delayed or aborted due to a lack of organisation from you, we reserve the right to charge the relevant days filming costs. A re-visit to site to carry out further works may incur additional cost.
6. **Equipment substitution/failure.** In the unlikely event that we experience equipment failure or difficulties, all efforts will be made to find suitable replacement equipment as soon as possible. The equipment used on the day of filming will be at the discretion of the senior member of the film crew. No further claims or liability will be accepted.
7. **Health and Safety.** In all instances we will reserve the right to remove any of our personnel and/or equipment from a location if we deem it unsafe or if we are subjected to abusive or aggressive behaviour. In this instance you will be liable for any costs incurred as a result of this. We will observe your site safety rules at all times and will liaise with the Health and Safety Manager if deemed necessary.
8. **Clear access for filming.**
 - a. If filming venues are being organised by you, it is your responsibility to ensure that we have clear access to all relevant locations required throughout the day. Delays in filming may incur additional charges.
 - b. If filming venues are being organised by us and clear access is hampered on the day of filming due to venue staff or difficulties on the part of the venue, we cannot be held responsible but will aim to find an acceptable alternative solution. If no suitable alternative can be found, we cannot be held liable.

9. **Bad weather.** In the event of inclement weather, we reserve the right to change the date of filming to a more suitable day. We will not allow the safety of the equipment or personnel to be compromised.
10. **Performers Release usage.** At all times, we advise and recommend that you use and enforce Performers Release Forms. No discounts or liability will be accepted by us if the production must be re-edited due to a Performer refusing permission to show their image or use their audio in whatever form.
11. **Right of Assignment.** In unforeseen circumstances we retain the right to assign the supply of the product(s) or service(s) to you to another suitable company should they be unable to complete these terms and conditions.

BOOKING AND PAYMENT TERMS

1. **Booking Fee.** Unless otherwise stated, on projects with a total value of £500 or above, a 50% deposit is required before commencement of the project. The remaining 50% will be invoiced on completion of the project. Monies paid by you to reserve the product(s) or service(s) will be accepted as a Booking Fee.
 - a. **Cancellation Terms.**
 - i. If you cancel the order less than 12 weeks prior to us supplying the product(s) or service(s), you will be liable for the whole invoice value less any Booking Fee already paid.
 - ii. If you cancel your order more than 12 weeks prior to us supplying the product(s) or service(s), you shall forfeit the Booking Fee.
2. **Payment terms.** Full payment is required strictly 14 days from completion and delivery of the project. This Term overrides any Terms and Conditions stated in a Purchase Order and in the event of an order being placed, you accept this Term.
 - a. **Expenses.** We retain the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) subject to being able to provide you with proof of expenditure. All out-of-pocket expenses will be charged at cost.
 - b. **Late or Non-Payment.**
 - i. After 14 days of non-payment from the project completion date we reserve the right to add an accumulative percentage on late payments as dictated under the UK government late payments scheme.
 - ii. After 45 days of non-payment from the project completion date we reserve the right to charge additional interest on overdue amounts at an annual rate of 10% above the Lloyds Bank base rate ruling on the date payment is due.

COMPLAINTS AND INSURANCES

- 1. Complaints Procedure.** In the unlikely event of a dispute over the supply of product(s) or service(s), you and us agree to accept the findings of the Institute of Videography's Arbitration Office. Any disputes must be notified to us within 28-days of the Customer receiving the product(s) or service(s) and we will raise the dispute to the Arbitration Office.
- 2. Insurance's (people, equipment, etc).** We carry public liability insurance cover of £1,000,000.00. Upgraded specific project insurance cover can be provided if required upon request.

CONFIDENTIALITY

- 1. Confidentiality.** Unless otherwise agreed we will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, you shall keep confidential any methodologies and technology used by us during the supply of the product(s) or service(s).

LIABILITY, INDEMNITY AND ILLEGALITY

1. Liability/Indemnity.

- a. Losses/Damages.** We accept 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 us being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value or monies already paid by you.
- b. Customer Material.** We retain the right to destroy all customer video material upon handover of the final product(s) or service(s). All customer material will be deleted or destroyed 48 hours after handover. We accept no liability for loss or damage of product(s) or service(s) once handed over to the customer. We accept no liability for loss or damage of customer personal property given to aid productions e.g. music CDs.
- c. Care and Damage to property.** Whilst every care is taken in the handling of the property, we accept no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in our custody. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.
- d. Indemnity.** You shall indemnify us and keep us indemnified against all or any costs, claims, damages, demands and expenses (including legal costs) which may be incurred by or made against us by any third party by reason of the supply of our goods or services in accordance with the your instructions.

2. **Illegality.** We shall not be required to produce any material, which in our opinion is, or may be of an illegal or libelous nature, or an infringement of any proprietary or other right of any third party.
3. **Data Protection.** You 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 us supplying the product(s) or service(s) and that such recording is in compliance with Data Protection.
4. **Force MaJeure.** We shall not be liable for any delay or failure to perform any of our contractual obligations as a result of war, flood, storm, riot, fire, accident, civil commotion, acts of god, government action, failure of power supply, equipment failure, lock out, strike, default or failure of subcontractor or suppliers or any other cause beyond our reasonable control and we shall not be liable for any damage or expense suffered by you or any third party arising directly or indirectly from any of such matters.

FINAL STATEMENT

All Terms and Conditions stated within this document override any Terms and Conditions from you. These Terms and Conditions along with any accompanying documentation are governed by the laws of the United Kingdom.

ENDS

