

Corporate Video

DEFINITIONS

PRODUCER	IDEAL PROJECTS LIMITED, BUILDING 14, SHEPPERTON STUDIOS, STUDIOS ROAD, SHEPPERTON TW17 0QD In so far as communication between the CLIENT and PRODUCER is concerned the term “THE PRODUCER” shall be deemed to mean Ideal Projects Limited its employees or agents.
CLIENT	Any Individual or corporate body that commissions services from the PRODUCER In so far as communication between the CLIENT and PRODUCER is concerned, the term “THE CLIENT” shall be deemed by THE PRODUCER to include any member of the CLIENT's staff or duly authorised agent of the CLIENT, including sub-contractors.
PROJECT	A video production, CD Rom, DVD, event, conference or any work commissioned by THE CLIENT from THE PRODUCER.
TREATMENT	All documentation produced by THE PRODUCER by way of communicating its proposals for the production of THE PROJECT; including, but not limited to Designs & visuals, proposal documents, budget spreadsheets and formal quotations
PROJECT FEES	Fees charged by the PRODUCER for time spent on the various functions and disciplines required to realise a PROJECT and fees charged by the PRODUCER for use of its in-house facilities in connection with realising a PROJECT
THIRD PARTY COSTS	Charges for products and services not directly supplied by THE PRODUCERS, but specified, negotiated and commissioned on behalf of THE CLIENT by the PRODUCERS for a specific PROJECT. Examples include; venue charges, equipment hire charges, outsourced services & consultancy fees.

1. BUDGET AND PAYMENT SCHEDULE

The PROJECT budget is as detailed in the Treatment or subsequent revisions. THE PROJECT budget is payable in the following stages:

- 1.1 50% becomes due on commissioning the PROJECT.
- 1.2 The balance plus notified extra's (see point 4 below) becomes due on completion of the PROJECT

Payment schedule may be overridden in respect of pre-payment terms required by Third Party suppliers. The CLIENT hereby agrees to adhere to third party pre-payment terms negotiated with the Third Party on behalf of the CLIENT.

The PRODUCER reserves the right to charge for late payment at the rate of 5% per month on accounts where extended credit is taken and to withhold final delivery of the PROJECT until the scheduled payments have been made.

2. CANCELLATION

In the event of cancellation of any PROJECT commissioned by the CLIENT for any reason other than the default of the PRODUCER the CLIENT shall immediately become liable to remunerate the PRODUCER for all work carried out, all commitments that the PRODUCER has made on behalf of the CLIENT and a proportion of THE PROJECT budget according to the following scale:

From the point at which THE PROJECT is commissioned and up to 5 working days before commencing production or filming, the following are payable:

All crew fees and confirmed third party costs are payable in full upon cancellation

50% of THE PROJECT budget is payable upon cancellation.

From 5 working days from commencing production or filming, 100% of THE PROJECT budget is payable upon cancellation.

The PRODUCER will use their best endeavours to minimise the third party costs of cancellation to a CLIENT in the event of a cancellation.

A project is deemed as commissioned when the client informs that work can start and bookings can be made on their behalf. Confirmation can be deemed to be given in the following ways; in writing, by email, receipt of a client purchase order, receipt of a signed contract or verbally either in person or by telephone giving permission to start the PROJECT.

3. PRICES

Prices quoted are exclusive of VAT (unless otherwise stated)

In the event payment is not made by the due date, the PRODUCER may, at their discretion stop work on THE PROJECT. Additional costs incurred will be the responsibility of the CLIENT and will be payable within 14 days of submission of invoice.

The contract price may be increased;

By the additional cost that the PRODUCER necessarily incurs on account of changes required by the CLIENT within the terms of clause 4, and/or failure by the CLIENT to provide information or facilities at the time and/or place(s) and/or manner agreed; and

Delays due to unsuitable weather conditions whilst THE PROJECT unit is on location provided that the claim for such increase is notified in writing to the CLIENT by the PRODUCER as soon as practicable after the occurrences giving rise to it and a detailed claim showing the reasonable additional costs incurred (including overheads and profit) is submitted to the CLIENT.

Prices are quoted in pound sterling and all payments should be made in sterling.

Where applicable all costs have been calculated at the exchange rates set out in the TREATMENT. If costs increase due to exchange rate fluctuations, which are beyond the control of the PRODUCER, then the PRODUCER shall be entitled to vary the costs previously quoted or estimated.

4. CHANGES

The PRODUCER shall carry out such changes to the PROJECT as the CLIENT requires and the cost of such changes shall be borne:

- i) by the CLIENT if changes are required as a result of the CLIENTs desire to depart materially from the treatment or other previously agreed stages of production or if the CLIENT is unreasonably delayed in notifying the PRODUCER of any changes:
- ii) by the PRODUCER if the changes are required as a result of the PRODUCERS material departure from previously agreed stages of production or if the PROJECT is of an unsatisfactory technical quality.

Costs associated with changes required by the CLIENT as in 4. i) above, will be notified to the CLIENT in writing via e-mail or where appropriate with a revised budget as soon as is practical after the change is requested.

The CLIENTS liability for costs associated with the required change commences as soon as change is requested and the PRODUCERS have actioned the change.

The CLIENT will be liable for any extra costs if they result from any of the following:

- a) Incorrect briefing and/or supply of incorrect information;
- b) Late supply of necessary information and/or materials needed to complete THE PROJECT;
- c) Delay due to non-availability of the CLIENT when specific input may be necessary to complete THE PROJECT;
- d) Last-minute amendments requested by the CLIENT;
- e) Departure from either the treatment or other previously agreed stages of production or any unreasonable delay in notifying the PRODUCER of any such departures.
- f) Change of format, medium or usage other than those specified in the initial briefing unless agreed by Ideal Projects Limited prior to the completion of production.

The CLIENT shall be liable for all confirmed bookings placed on their behalf by any member of their staff or agent who is reasonably accepted by the PRODUCER to have due authority to do so.

5. ACCESS TO INFORMATION

The CLIENT will cause or authorise to be supplied to the PRODUCER all information, research material, advisory personnel and existing pictorial material required to complete THE PROJECT as and when requested by the PRODUCER. Such material will be supplied at no cost and with no copyright risk to the PRODUCER.

6. COPYRIGHT

The PRODUCER shall obtain all rights or licences necessary for production of the PROJECT and its agreed use in respect of dramatic, literary or artistic work (including photography, photographic, film or video library material, music composition and performance and mechanical copyright) for all material supplied or originated by the PRODUCER.

All material protected by copyright, trademark or otherwise and supplied for use in THE PROJECT by the CLIENT will be deemed by the PRODUCERS to be copyright cleared by the CLIENT prior to its supply. The CLIENT hereby agrees to indemnify the PRODUCER in the event of any claims or suits that are made on such account, including legal fees.

Copyright in the PROJECT shall vest in the PRODUCER and the PROJECT is sold subject to the condition that it shall not by way of

trade or otherwise be reproduced or lent, resold or otherwise circulated without the PRODUCER's prior written consent. If the CLIENT contemplates the use of the PROJECT for any purpose outside the scope of the use made known and referred to in the treatment the CLIENT acknowledges that prior approval of the PRODUCER will be necessary and that the PRODUCER will be entitled to charge additional fees to be negotiated separately.

No licence to use the PROJECT is granted until payment in full is received.

Provision of further copies and foreign language versions of the PROJECT and transfer to other media shall be commissioned only from the PRODUCER and should be subject to separate agreement between the CLIENT and PRODUCER.

The TREATMENT and all associated designs, drawings or proposals are copyrighted in all respects. Should the CLIENT choose not to use the TREATMENT submitted then all designs, models, drawings and other items should be returned to the PRODUCERS and any subsequent use of the TREATMENT is prohibited. The TREATMENT may only be used with the prior written consent of the PRODUCER.

7. QUALITY STANDARDS

The PROJECT will be made in accordance with the TREATMENT as the same may from time to time be varied by agreement in writing between the CLIENT and the PRODUCER. The PRODUCER shall rectify any unauthorised variations from the treatment (or any defects in technical quality that are notified to the PRODUCER in writing within a period of one month from the date of delivery of the PROJECT). The PRODUCER will always endeavour to use source material supplied by the CLIENT but will not be held responsible for any material so supplied that may be of inferior quality.

8. RESPONSIBILITIES OF THE PRODUCERS

The PRODUCER undertakes to supply the services as set out in the TREATMENT at the prices included therein.

The PRODUCER accepts responsibility for the acts of their employees and for their agents and suppliers save that the PRODUCER shall not accept any responsibility for death, bodily injury or illness except where caused by the proven negligence of the PRODUCER.

All third party arrangements made by the PRODUCER are subject to the terms and conditions set out by the third party.

9. LIABILITIES

Save as expressly provided herein the PRODUCER shall be under no liability:

- i) For loss or damage, death or injury caused otherwise than by the gross negligence of the PRODUCER to the CLIENT or any other person.
- ii) Delays in production caused by acts of force majeure, terrorism or war
- iii) Delays in production caused by the actions or performance of any products or of any unions, guilds, companies, agencies/agents, talent.

10. CLIENT SUPPLIED MATERIAL

While the PRODUCER will endeavour to take all reasonable care with any materials supplied by the CLIENT, the PRODUCER accepts no liability for loss or damage of such materials while in their possession.

Unless otherwise agreed all collection and delivery will be at the cost of the CLIENT.

All data, information, artwork or other materials supplied to the PRODUCER will be treated as confidential and will not be disclosed other than as a necessary requirement of THE PROJECT to third parties or as agreed with the CLIENT.

11. CONTRACT

All bookings, orders and purchases will be deemed to be an acceptance by the CLIENT of all the above conditions and will be an express term of any contract.

12. VARIANTS

There shall be no variation to the terms of the contract without the agreement in writing and signed by a proper authorised agent on behalf of both parties.

13. LIABILITY

The maximum liability of the PRODUCER shall be the contract price and the PRODUCER shall not be liable for any direct or consequential loss to the CLIENT.

14. LAW

The contract shall be governed by the laws of England and the English courts shall have sole jurisdiction in respect of any dispute relating thereto.