

SPACEDUST FILMS OUTLINE TERMS OF TRADING

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

1) Copyright (Spacedust Films material)

The Copyright of all material that has been captured by Spacedust Films is solely owned by Spacedust Films and protected under UK Law.

Upon completion and cleared funds, we will, in some instances and upon prior agreement, transfer the Copyright Ownership to the Client This will be clearly specified in your written quotation.

In both circumstances, Spacedust Films Devon reserves the right to use the footage / material; / media, either in sections or in its entirety, for promotional purposes

2) Copyright (material provided by client)

In the event of the Client providing material (video, audio, photographs, logos etc) for inclusion into a Spacedust Films production, copyright must firstly be obtained from the original copyright owner / material provider. In order for Spacedust Films to use this material the copyright must be explicitly transferred to Spacedust Films. or the material to be provided to Spacedust Films totally free of charge and the client will have to indemnify Spacedust Films against any future possible claims, disputes, expenses or similar that may arise for a third party concerning usage of such material.

Spacedust Films will reserve the right to use the final production in full or part content for promotional purposes.

3) Performers Release usage

At all times Spacedust Films advises and recommends its Clients to use and enforce Performers Release Forms. No discounts or liability will be accepted by Spacedust Films if the production must be re-edited due to a Performer refusing permission to show their image or use their audio in whatever form.

4) Payment terms

Our payment terms are strictly 30 days from date of invoice. This Term overrides any Terms and Conditions stated in a Purchase Order and in the event of an order being placed, the Client accepts this Term. Spacedust Films reserve the right to add an accumulative percentage on late payments as dictated under the UK government late payments scheme

5) 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 the Client for their review. This draft may receive one set of minor 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 £ 250.00 + VAT per part day or part thereof.

6) Health and Safety

In all instances Spacedust Films will reserve the right to remove any of its personnel and / or equipment from a location if it is deemed unsafe or if they are subjected to abusive or aggressive behaviour. In this instance the Client will be liable for any costs incurred as a result of this. Spacedust Films will observe the Client's site safety rules at all times and will liaise with the Health and Safety Manager if deemed necessary.

7) Insurance's (people, equipment etc)

Spacedust Films carries public liability insurance cover of £5 million pounds. Upgraded specific project insurance cover can be provided if required upon request.

8) Bad weather

In the event of inclement weather, Spacedust Films reserves the right to change the date of filming to a more suitable day. Spacedust Films will not allow the safety of the equipment or personnel to be compromised.

9) Aborting filming (on shoot day) 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 the Client, Spacedust Films reserves the right to charge the relevant days filming costs. A re-visit to site to carry out further works may incur additional cost.

10) Changing filming dates.

In the event of the Client wishing to change the filming date we insist on a minimum of 4 weeks notice. Failure to comply will result in the Client becoming 100% liable for all costs incurred.

11) Equipment substitution / failure.

In the unlikely event that Spacedust Films experiences 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. 12) Works specified (as per estimate)

All works undertaken will be as per Spacedust Films written quotation provided in a pdf format by email. The Client is obligated to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our daily rates.

13) Clear access for filming

If filming venues are being organised by the Client, it is the Clients responsibility to ensure that Web Video Devon has clear access to all relevant locations required throughout the day Delays in filming may incur additional charges.

All Terms and Conditions stated within this document are deemed acceptable to the Client upon receipt of a written order.

All Terms and Conditions stated within this document override any Terms and Conditions from the Client.