



GENERAL TERMS & CONDITIONS OF SERVICE

Please save/print a copy of these terms for your records.

DEFINITIONS

Harvey Joshua Walton (sole proprietor) hereafter referred to as Harvey.

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

Project / Production / Video / Goods: The end production, event or video which is ordered and used by the client.

Contract: A written arrangement agreed between Harvey 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 Harvey or the client.

- 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 Harvey and the client.
- 2). All quotes are free and valid for fourteen (14) days unless otherwise agreed.
- 3). Costs will be discussed during initial meetings between the client and Harvey. 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 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, colour 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.
- 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). Harvey will not commence work on any project until a signed purchase order/confirmation email 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 Harvey with at least 48 hours notice before commencement of any work.

8). Unless agreed otherwise in writing, Harvey 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 14 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, Harvey reserves the right to make the following cancellation/termination charges. Cancellation within two weeks leading up to the booking date will incur a fee of £100.00 per day of the shoot cancelled once it has been confirmed in writing. If the shoot is cancelled 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. If a booking is cancelled outside of the two week period then no fee will incur. Harvey 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 Harvey and anyone connected with Harvey 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 Harvey unless any other written agreement is reached in advance.

11). Any contract requiring Harvey 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 Harvey, his servants or agents, as necessary.

12). A project will only be publicly released by Harvey and the client once both parties (Harvey 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). Harvey 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 libelous, 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). Harvey 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 Harvey, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

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

16) a. PERMITTED USEAGE: In consideration of, and subject to, the final payment of full fees due to Harvey by the client, Harvey 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

16) b. RESTRICTIONS ON USE: The client may not resell, relicense, redistribute without express written permission from Harvey. 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, libelous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.

17). Harvey Joshua Walton (sole proprietor) retains 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 Harvey's promotional use, unless otherwise agreed in writing with the client.

18). Any confidential or proprietary information which is acquired by Harvey 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, Harvey 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 Harvey to supply of the product(s) or service(s).

19). Unless otherwise agreed in writing, the client accepts Harvey'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, Harvey 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 Harvey.

21). Payment may be made by bank transfer (BACS) only. BACS information 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 Harvey. Harvey reserves the right to quote and charge accordingly, any ongoing and additional post-production incurred outside of the agreed contract.

23). Harvey 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 Harvey 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 Harvey Joshua Walton (sole proprietor). Any material published that has not been fully paid for, will be copyright-claimed by Harvey to the publishing platform.

26). Harvey 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.

27). If a client takes all footage (or a copies of all footage and material) away from Harvey – then it is deemed that the responsibility and safeguarding of the material is then fully passed on to the client. Harvey 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 Harvey's media server and hard drives at any point in the future.

28). Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of Harvey Joshua Walton (sole proprietor), and copies will be given

over to client at the discretion of Harvey. Copies of footage can be requested by clients, but this does not mean that project files will be transferred over by default.