

Terms & Conditions of Supply

These terms and conditions (“Terms”) shall be governed by and construed in accordance with the laws of the United Kingdom and establish the basis on which videography and marketing services (“Work”) will be undertaken by VideoGig Ltd (“VideoGig”) for Clients, together “the Parties”. Work will be further specified in a quotation to be signed and executed by the Parties prior to commencement of Work, with these Terms incorporated therein.

Any videography output of the Work will be specified on the quotation (“the Deliverables”).

CONFIDENTIALITY

VideoGig and the Client may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this agreement.

DEPOSITS AND CANCELLATION

VideoGig may require a deposit to be paid to secure a filming date as part of the Work. This will be specified in each Quotation where a deposit is to be paid.

Where a deposit is paid, and the filming date is cancelled by Client within three working days of the reserved date, the deposit will be forfeited.

DELIVERY OF WORK

Upon completion of the Work, video, documentary and other material that in total forms the Deliverables will be watermarked by VideoGig and made available to Client via tracked electronic delivery. Once payment is made, all watermarks will be removed and the material re-issued to Client.

INVOICE & PAYMENT SCHEDULE

Work will be invoiced on delivery of the finalised Deliverables with 7-day payment terms.

CLIENT OBLIGATIONS AND DELAYS

The Client should be aware that failure to submit any required information or materials may cause subsequent delays in the production of the Deliverables.

FEES & ADDITIONAL SERVICES

In the event a project exceeds the agreed scope then additional charges will be made as outlined below.

Additional filming dates or additional edits outside of the above scope:

VIDEOGIG STANDARD RATES		
Item	Basis	List Price
Videography + Post Production Package	per day	£1,100.00
Post Production Services Only	per hour	£ 60.00

STORAGE OF ORIGINAL FOOTAGE

The Consultant will store original footage for a period of four weeks following the completion of the project. Storage will be duplicated in at least 2 redundant locations for disaster recovery purposes. If the Client wishes to extend this storage period for potential future use, a written request must be submitted prior to the end of the initial storage period. Extended storage will incur a fee of £10 per month per 100GB of footage, billed in advance.

PERMISSIONS AND RELEASES

Client may from time to time request the inclusion of materials as part of the Work, and provide such materials to VideoGig. In such cases Client agrees to indemnify and hold harmless VideoGig against any and all claims, costs, and expenses, including legal fees, that are raised against VideoGig due to Client's failure to procure the necessary copyright permission or release for the use of the materials was sought or where use exceeds the scope allowed pursuant to a permission or release.

PUBLICATION

VideoGig may offer Client a discount on the Work in exchange for promotion of VideoGig in Client's marketing. In such cases, the discount will be specified in the relevant Quotation labelled as 'Co-Marketing Discount'. Where a Co-Marketing Discount is offered, Client shall acknowledge the support of VideoGig in all publications of the Work. VideoGig hereby gives written consent to the Client to use the name of VideoGig in all such advertising or publicity.

VideoGig may use the Deliverables in promotion of VideoGig's business. In such cases, VideoGig may use the name of Client in any advertising or publicity of the Work.

Where Work takes place on private property (such as that belonging to a customer of Client), Client is responsible for obtaining all necessary permissions from their

customers in advance of filming taking place and must obtain written consent using the Marketing Release Form provided and provide a copy to VideoGig.

RESERVATION OF RIGHTS & COPYRIGHT NOTICE

Copyright of original footage, motion graphics and all digital assets are owned by VideoGig Ltd.

Client has copyright to all Deliverables and can distribute without limitation.

The Client and VideoGig are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

GENERAL TERMS & CONDITIONS

VideoGig Ltd is not liable for any losses or problems caused by errors or omissions, or by the failure of materials to appear on any specified date, at any time, or in any specified location.

If invoices are overdue, interest charges may be applied, and action may be taken to recover these debts.

VideoGig cannot be held responsible for any loss or damages to a customer's business beyond our control including but not limited to virus issues.

VideoGig reserves the right to choose not to publish any unsuitable material.

VideoGig reserves the right to make extra charges should the customer extend their requirements or change their brief once work has commenced. The customer will always be informed of this as soon as possible.

No variations to these terms are accepted unless an alternative contract is presented and accepted by both parties prior to commencement of any work.