

## Terms of business

between: **Picturedmedia Limited** hereby also referred to as 'we', and 'our'

**CLIENT DETAILS** hereby referred to as 'the client'.

The terms below apply to the service provided by Picturedmedia as detailed in proposal:

**PROPOSAL REFERENCE:**

### 1) Confidentiality

We take matters of confidentiality very seriously.

- We will not share personal or confidential data that is required for the proposed work.
- Access to any personal or confidential data we acquire will be limited to the staff or associates of Picturedmedia who need it to act on the proposed work.

### 2) Insurance

Picturedmedia holds both professional indemnity and public liability insurance. A copy of our insurance certificate can be provided upon request. Additional insurance cover for a specific project can be requested, and if agreed it will be specified in the proposal or production brief.

### 3) Pre-production

- All works undertaken will be described in the Picturedmedia proposal. It is the client's responsibility to ensure this document is agreed to and understood before booking.
- All booking fees are non-refundable.
- It is the client's responsibility to ensure that access and permissions have been granted for our crew to capture audio and video at all relevant locations for the duration of the shoot, unless otherwise agreed by us in advance.
- By agreeing to any audio or video production described in the proposal, the client also agrees to make any participants aware they will be recorded / filmed. The client should obtain appropriate permission from all participants before recording / filming begins. We strongly recommend the use of release forms if appropriate, and we can offer advice and assistance on this as required. We can take no financial responsibility for participants refusing to allow their image in the final production.
- The original copyright for any materials supplied by the client to be included in a Picturedmedia production must be obtained from the original copyright owner. The client indemnifies Picturedmedia against any future claims that may arise from the use of such material.
- Picturedmedia accepts no liability for the failure to deliver the agreed production where the cause is a failure by the client to provide materials or personnel they are responsible for.

**4) Production**

- We reserve the right to remove our resources from a site deemed unsafe, or where we are subject to aggressive behavior. In these circumstances, full financial liability for the action taken rests with the client.
- We reserve the right to change the date or time of production in the event of weather that we assess would prevent successful filming or sound recording, or if it presents a risk to the safety of our crew and/or equipment.
- If the client wishes to cancel an agreed production, we require a minimum of 3 weeks cancellation notice. Failure to comply with this requirement will result in the client being liable for the associated production costs, plus the costs for any re-scheduled work.

**5) Post Production**

- We will submit a draft version of completed audio and video productions for evaluation and sign off, with one cycle of revisions included in the cost.  
We always aim to accommodate client needs as efficiently as possible. Where a significant change cannot be accommodated without re-work, additional costs may apply. These will be discussed and agreed with the client before undertaking any changes.
- Prior to full payment, we may supply the production with an embedded watermark.

**6) Ownership and terms of use**

- The copyright of the production is owned by Picturedmedia.
- Upon full payment by the client, Picturedmedia grants the client a time-unlimited usage license to the production in its completed form.
- The client may not edit or alter the production in any way without our consent.
- Picturedmedia reserves the right to use any recorded audio and video captured for promotional purposes.
- Exemptions or changes to the terms of use must be described and agreed to in the proposal.

**7) Payment terms**

Picturedmedia payment terms override any payment terms specified in a purchase order and equate to 30 days from the invoice date. We reserve the right to withhold delivery of any captured and completed materials where invoices are not paid in full.  
The withholding of materials does not remove the obligation to pay in full.

**8) Declaration**

By signing below, you agree to the terms described in this document:

Client representative NAME: \_\_\_\_\_ Date:\_\_\_\_\_

Signature: \_\_\_\_\_

Picturedmedia NAME:\_\_\_\_\_Date:\_\_\_\_\_

Signature:\_\_\_\_\_