

Video Production Terms & Conditions

Payments & Expenses

- 50% of the final payment is required on agreement of the contract and the final 50% on completion of production.
- Final payment is due no later than 14 days after the date of the final invoice.
- Product will be delivered once final payment has been received and cleared.
- Payment by bank transfer.
- Client is responsible for all expenses incurred during all stages of a production. Including but not exclusively: transport, food, accommodation & equipment hire.

General

- The client's requirements must be clearly provided in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Ben Perkins and may incur further cost.
- E-mail correspondence shall be sufficient to prove changes to agreements as long as it is acknowledged with a response.

Copyright

- On delivery of final product copyright will be transferred to the client, yet Ben Perkins will retain the right to use all approved footage for his own promotional purposes. This may exclude any third party material (e.g. music).

Accepting of Terms & Conditions

- By proceeding with production you agree to accept these Terms and Conditions.

Termination & Claims

- A client may terminate the production at any time by written notice of termination.
- When a client terminates the production, they will remain liable to pay in full for all work previously undertaken and in progress by Ben Perkins unless any other written agreement is reached in advance.
- Any claims must be made in writing 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.

Disclaimers

- Ben Perkins reserves the right to refuse to use, publish or broadcast any information he considers obscene or morally unsuitable or which would breach copyrights, or which is libelous, defamatory or illegal.
- Ben Perkins 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.
- Any confidential or proprietary information which is acquired 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, Ben Perkins will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
- Any contract requiring specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate throughout production, if Ben Perkins deems them not to have been so then Ben Perkins cannot be held responsible for failing to meet a deadline.
- Ben Perkins shall be under no liability if unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of Nature, 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, elect to terminate the production and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.