

The following terms and conditions, apply to and accepted by you and your company [hereinafter “**CLIENT**”] is subject to these terms for all work carried out in the provision of videography services - except where changes are expressly agreed in writing.

By hiring Taking The Pixels [hereinafter “**TTP**”] you are agreeing to our terms and conditions as outlined below.

1.0 WHAT DO BOTH PARTIES AGREE TO DO

1.1 The **CLIENT** has the power and ability to act on behalf of your company and the **CLIENT** agrees to provide **TTP** with everything needed to complete the project - including branding, logos and images and any other information that will help with the **CLIENTS** production.

1.2 **TTP** will maintain the confidentiality of any such information received by the **CLIENT** and will create designs and concepts for the look-and-feel of the **CLIENTS** video, including any animations, visual effects or typography that are included in the quote.

1.3 **TTP** will supply the first draft within two weeks of final filming and the **CLIENT** will provide feedback and sign-off approval in a timely manner. **TTP** and the **CLIENT** will liaise with each other over email, phone or WhatsApp to complete and agree the final production within a period of one month, unless agreed otherwise. These timings are to ensure that projects are completed and do not overrun for either party.

1.4 **TTP** will store all production footage [raw and edited] for a period of three months after the project has been delivered, after which time it will be deleted. There should be no expectation by the **CLIENT** that **TTP** will hold any footage for use for a future date after the three months storage deadline, unless otherwise agreed between **TTP** and the **CLIENT**. For example, the **CLIENT** may want **TTP** to create additional content from the footage e.g. reels and/or clips for social media etc.

2.0 COPYRIGHT LAW

2.1 The **CLIENT** owns or have permission to use by the owner - any elements of text, graphics, photos, videos, designs, trademarks, or other artwork provided to **TTP** for inclusion in the **CLIENTS** video project.

2.2 **TTP** will provide the **CLIENT** with fully edited content tailored specifically for the **CLIENT**. Due to copyright regulations, the **CLIENT** is permitted to repost this content as per supplied production and is not allowed to make any further edits or adjustments to the video. This includes using the individual footage from the production to create new video content at a later date. This ensures compliance with copyright laws and respects the creative rights for the content creators **TTP**.

2.3 **TTP** own the final productions and license the production rights to the **CLIENT**, without restriction provided any use relates only to the **CLIENTS** business, subsidiaries and/or affiliates.

2.4 **TTP** do not supply raw footage and/or files to the **CLIENT**, only the final agreed production(s) is to be shared unless agreed otherwise. There will be no transfer of IP/copyright and/or supplied content without express written permission, and furthermore the use of such is exclusive for the sole purpose agreed between the parties.

2.5 **TTP** may refer to the **CLIENT'S** projects on the **TTP** YouTube channel, website and/or social media and use them as a demonstration of **TTP** video production services – unless of course the production is intended for an internal audience or is confidential content. **TTP** shall ensure that any such use or reference to the **CLIENT'S** projects shall not be in a manner which is offensive, derogatory, defamatory or could in any way damage the good will and reputation of the **CLIENT** or a third party referred to in the disclosure of the material by **TTP**.

2.6 **TTP** shall not use any intellectual property, branding, logo or trade mark of the **CLIENT** for marketing or for any other purpose other than the purpose for which it has been shared with **TTP** or with the written consent of the **CLIENT**.

3.0 THE FILMING DAY

3.1 Upon request **TTP** will supply the **CLIENT** with a standard filming notice for display at any location where the public could be present. It will pre-warn them that filming is taking place, and that they should make themselves known to a member of the production team if they don't want their image to be used.

3.2 If poor weather conditions prevent the filming from going ahead **TTP** will do its best to reschedule and the **CLIENT** will not be liable to pay any filming fee.

3.3 If **TTP** feel it is not appropriate to film **TTP** reserve the right to postpone provided that **TTP** notifies the **CLIENT** and provides a valid reason why filming is considered inappropriate. The **CLIENT** will not be liable to pay any filming fee for such cancellation.

3.4 If the **CLIENT** cancels the filming whilst **TTP** staff are on location the **CLIENT** will be liable for the costs.

3.5 **TTP** is not responsible for extreme background noise affecting any audio/interviews on any productions filmed at events, such as trade shows, conferences and exhibitions. **TTP** will always consult with the **CLIENT** during the filming should this be an issue, and will try to find a solution that could involve employing sound specialists to improve the audio in editing.

3.6 **TTP** is not responsible for corrupt SD cards resulting in lost footage, as this can happen on very rare occasions - and **TTP** would endeavour to film again where possible at no charge to the **CLIENT**.

3.7 **TTP** takes no responsibility on livestreaming jobs for internet dropouts, or issues that are out of **TTP** hands such as login issues, streaming software problems etc.

4.0 CHANGES AND REVISIONS

4.1 **TTP** don't want to limit the **CLIENTS** options or opportunities to make changes during the editing process, and therefore, if the **CLIENT** wants to make minor amendments during the production process **TTP** will always be happy to do so within the quoted price.

4.2 **TTP** do not have a limit on minor revisions and happy to work with the **CLIENT** to deliver the best production possible. However, if after several drafts have been agreed, and the **CLIENT** wants a completely new edit based on the footage filmed by **TTP** - the new edit will be charged with the standard editing rate of **TTP**. The **CLIENT** will be made aware of this before any work proceeds.

4.3 **TTP** reserve the right to adjust the quoted price [in consultation with the **CLIENT**] for any major changes like additional filming, or multiple edits e.g. to create more videos. If this occurs, **TTP** will either amend the project price or raise extra charges based on current **TTP** rates.

5.0 PAYMENT TERMS

5.1 **TTP** will send its invoice [including VAT] after completion and provision of the first draft, and the **CLIENT** agrees to payment being made within 30 days upon receipt of the invoice unless otherwise specified. **TTP** reserve the right to charge 8% interest annually plus the current government bank rate, and a £70 late fee for any balances due beyond the 30 days of invoice date. The method of payment to **TTP** will be via Bank Transfer – details below:

Account Name: Taking The Pixels

Starling Bank Account Number: 93278172

Sort Code: 60-83-71

5.2 **TTP** will cross charge any disbursements at cost and add them to the **CLIENTS** final invoice sum, for any purchases at the **CLIENTS** request e.g. audio tracks, stock footage, images, equipment etc.

5.3 **TTP** will charge the **CLIENT** travel expenses for any filming locations either outside of the M25 or greater than 60 miles of travel by road. This will be £25 per one hour of journey, based on distance as stated on Google Maps. This is to cover fuel and travel time.

5.4 **TTP** will invoice the **CLIENT** for any parking costs and congestion charges incurred for any filming locations in Central London.

5.5 **TTP** will not charge the **CLIENT** for any postponements or rescheduling of filming days, providing the project still goes ahead.

5.6 For any cancellations driven by the **CLIENT** within less than seven days prior to a booked filming day, **TTP** reserve the right to invoice the **CLIENT** the following charges.

Within 7 days: 50% of Filming Fee + 100% of incurred expenses

Within 48 hours: 100% of Filming Fee + 100% of incurred expenses