

## **FAR NORTH FILM LTD**

### **GENERAL TERMS & CONDITIONS OF SERVICE**

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

#### **PLEASE NOTE**

These are our standard Terms & Conditions Of Service, however please contact us if you would like to discuss amendments or alternative agreements to these terms in order to align with your project or organisation's own requirements.

#### **DEFINITIONS**

Far North Film Ltd hereafter referred to as Far North Film.

Client: The business, organisation or person who engages Far North Film 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 Far North Film and the Client in the form of an email chain, purchase order or written brief e.g. Quote or Production Agreement

Third party: Any company, organisation or person not affiliated with or controlled by Far North Film or the Client.

1). Acceptance of the 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 Far North Film and the Client.

2). All quotes are free and valid for thirty (30) days unless otherwise agreed or stated.

3). Costs will be discussed during initial meetings between the Client and Far North Film. 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, agreed in writing 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 Projects.

6). Far North Film reserves the right not to commence work on any project until a deposit has been paid.

7). The Client's requirements must be clearly provided in the form of a written brief to Far North Film with at least 48 hours notice before commencement of any work.

8). Unless agreed otherwise in writing, Far North Film reserves the right to request 50% of the invoice as a non-refundable 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 immediately on completion of the project and *before* delivery of the final video files and any other Deliverables. 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, Far North Film reserves the right to make the following cancellation/termination charges. Cancellation by the Client with less than 48 hours notice before the first day of filming (Production) may result in up to 100% of total charge minus any deposit paid.

Cancellation by the Client prior to 48 hours notice and less than 7 days before Production may result in up to 75% of total charge minus any deposit paid. Cancellation by the Client when the Production has commenced may result in up to 100% of the total charge being made, minus any deposit paid. Far North Film 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 Far North Film and anyone connected with Far North Film 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 Far North Film unless any other written agreement is reached in advance.

11). Any contract requiring Far North Film 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 Far North Film, its servants or agents, as necessary.

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

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

#### 16a) COPYRIGHT & OWNERSHIP

In alignment with UK law, when a Client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or Client, unless otherwise agreed in writing. For productions commissioned to Far North Film, Far North Film Ltd assigns joint copyright/ownership and in perpetuity usage license for all platforms and territories. If you require full copyright and ownership of your material, please contact us to discuss arrangements and terms in writing.

#### 16b) PERMITTED USAGE

In consideration of, and subject to, the final payment of full fees due to Far North Film by the Client, Far North Film 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

#### 16c) RESTRICTIONS ON USE

The Client may not resell, relicense, redistribute without express written permission from Far North Film. 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, libellous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.

17). Far North Film 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 Far North Film promotional use, unless otherwise agreed in writing with the Client.

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

19). Unless otherwise agreed in writing, the Client accepts Far North Film'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, Far North Film 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 Far North Film.

21). Payment may be made by bank transfer (BACS) to 'Far North Film'. BACS information will be issued at the point of invoice.

22). On delivery of the final master video or deliverables, any technical issues encountered in the video(s) will be corrected free of charge by Far North Film. Far North Film reserves the right to quote and charge accordingly, any ongoing and additional post-production incurred outside of the agreed contract.

#### RE-MASTERING

Once complete video sign-off has been received from the Client in writing and a final master file(s) delivered, any changes to the video(s) beyond that point will be subject to a £250 re-mastering fee. This is to cover the costs of making minor amends, re-exporting the files and processing Quality Control (QC).

23). Far North Film 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 Far North Film 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 Far North Film Ltd. Any material published that has not been fully paid for, will be copyright-claimed by Far North Film to the publishing platform.

26). Far North Film 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 Far North Film – then it is deemed that the responsibility and safeguarding of the material is then fully passed on to the Client. Far North Film 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 Far North Film's media server and hard drives at any point in the future. Unless otherwise agreed, backup of your footage will be for a minimum of 6 months after the final delivery date of your project. After this point your footage will not be automatically backed up and Far North Film will no longer be held liable for the long-term safe storage and archiving of your material.

28a). Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of Far North Film Ltd, and copies will be given over to Client at the discretion of Far North Film. Copies of footage can be requested by Clients, but this does not mean that project files will be transferred over by default.

#### 28b): SUPPLY OF RUSHES / ALL FOOTAGE FILMED

Rushes (all filmed footage) are not supplied to the Client as standard. Rushes/video files can be supplied for an additional standard fee of

£120 (plus the cost of a hard drive and postage) unless otherwise agreed in writing. Rushes can be supplied WITH edit project files / edit timelines for a fee of £200 (plus cost of hard drive and postage), which includes the transfer of Far North Film's intellectual property rights on the timeline sequences.

29a). Far North Film PRODUCTION CREDIT Unless you specify otherwise, it is standard procedure (especially on discounted productions) for us to include a small Far North Film text credit at the end of all videos.

29b). Once you publish your video into the PUBLIC DOMAIN, it is assumed to be acceptable by you (unless otherwise stated by you) for any talent that feature in your video (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in your video for the purpose of the talent's own showreel and marketing use (in whole or part use).

30). A standard filming day is 8 hours of crew time on-set or at location (including lunch and breaks, but excluding travel time). Any additional overtime required by the project or Client on the filming day may be subject to additional costs.

32). Unless otherwise specified, the default filming format and resolution for Far North Film Productions is Full HD (1920x1080p) 25fps 16:9 but 4K UHD options can be requested.

33). Client RESPONSIBILITY Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Client's responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations required throughout the day. Delays in production as a result of inadequate access or facilities may incur additional charges.

34a). FILMING PERMISSIONS We will make reasonable attempts to secure the necessary permissions to film third party locations and persons not provided by You. Any fees involved in procuring the use of land or persons, will be charged back to you in accordance with the expenses procedure set out in Clause 4) of the Terms and Conditions.

34b). During the pre-production process, we will agree with you any locations at which we are to film the Video. We will research the proposed locations and will apply for appropriate permission to film at those locations ONLY where we intend to film:

34b).i) with large crews (of five or more members) in public places;

34b).ii) on private property not in use by you; and/or

34c) We are happy to advise on, but will not actively seek permission, where we intend to film:

35c).i) on property in use by you;

35c).ii) your members of staff or associates; and/or

35c).iii) third parties connected to the Video (e.g. your Clients) or their property.

In these instances, we require that permission is obtained by you in writing prior to our arrival to commence filming. It is the Client's responsibility to ensure full landowner's permission has been obtained and that all participants agree to be filmed. We shall not have any Liability for any failure by you to obtain the necessary consents where required.

34d) Please note that it is your responsibility to obtain the consent and release from all actors and persons who you intend will appear in the Video. We may be able to provide to you draft release forms for your actors/persons, but we do not guarantee the efficacy of such documents.

### 35). HEALTH AND SAFETY

Far North Film takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and / or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result.

### 36). INSURANCE

Far North Film carries public liability insurance cover of two million pounds. A copy of our insurance certificate can be provided on receipt of a request. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the production brief.