

# BLUEROCK

video productions

## Terms and Conditions (Ref No:)

### Video Production

Any and all required filming work is to be carried out must fall within the duration of 1 week unless otherwise stated and agreed upon by the seller.

All key necessary information relating to the service/ product (i.e. filming dates, hours and locations etc) will all be specified on quotation which will be sent to the respective buyer.

Quotations will be valid for 7 days upon the send date and will become invalid after this period unless otherwise stated in writing to the respective buyer.

When a quotation is accepted by the buyer, an invoice will be sent the buyer and only when 50% of the payment is received by the seller, will the work commence.

Any changes made during the production stage will be subject to 50% of the respective charges of the particular service/ product unless otherwise stated. A second invoice will be sent and once payment is received by the seller work will continue.

Free iterations will be subject to reasonable changes in the video whereby major changes that alter or sway away from the initial concept of the signed 'Treatment' will not be valid and can incur charges. This includes but not limited to changes in Voiceover Script whereby a voiceover artist will have to re-do the work, drastic alteration of original narrative that sways away from the original treatment. Acceptable changes would include but not limited to changes in color balance, contrast, framing of shots, particular shot changes, slight changes in duration.

### Post-Production

Due to the nature of the work there can be varying circumstances whereby it is possible that work is not completed by the agreed time-period. This would heavily depend on the scale of the project and may be a longer period of time.

Time spent on work for completion may take longer than specified on a 'Package' offer. This will not incur extra charges unless additional changes are requested that are not covered by the agreed quotation.

Additional changes that are not covered by the agreed quotation will be subject to hourly rates for the respective professional carrying out the work as well as service and administration charges.

### **Delivery:**

Delivery preferable will be outlined in the quotation and the relevant media included will be delivered to the buyer. The delivery method may include the following.

A Digital download link will be generated and provided to the respective buyer where the final video can be downloaded via internet.

Final video can be provided in form of: DVD / BlueRay Disk / USB Memory Stick

Material sent via recorded delivery through 'Royal Mail' and the buyer will be subject to charges unless otherwise stated in the quotation.

Alternatively, the buyer will have the option to acquire/ receive the work at the Bluerock-Productions business address.

Once the service/ product has been provided, confirmed and accepted by the buyer, Bluerock will have fulfilled its responsibility and will hold no responsibility in providing a second provision of work. Further provisions will be at the discretion of Bluerock-Productions.

All digitally formed media that sent to the buyer will be watermarked and audio will be marked. Once the buyer is satisfied with the work, a clean final version will be provided without any visual or auditory markings. This will be subject to the remaining 50% of the invoice being made in full to the seller. Only when full payment is received by the buyer, will the seller be obliged to send the final work.

### **Force Majeure**

Neither party will be held liable for its fulfilment of the stated terms and conditions in situations that fall beyond its control such as the nature of the following but not limited to; national power failure, civil unrest, acts of war and unrest, natural disasters (floods, storms, earthquakes), or any other situation that falls beyond the control of the respective party.

### **Cancellation**

If work has begun on a project and the buyer chooses to cancel the work, the buyer is responsible for covering the cost of work that has already been carried out as well as the profit loss for Bluerock-

Productions. This will be deducted from the 50% advance payment and remaining funds will be directed back to the respective buyer however, if this does not fully cover the costs then the seller will be responsible for recovering these costs. An invoice for such circumstances will be sent to the buyer and has this obligation to fulfil.

### **Copyright**

Intellectual property rights related to the work in question will remain under Bluerock-Productions until the settlement of all invoices sent by the seller to the buyer. Exclusive rights will then be transferred to the respective buyer and the video may be used in any and all possible mediums.

Bluerock-Productions will not be held liable nor accept and responsibility in matters relating to any and all copyright issues relating to the content of the work in its entirety. Cleared payments made to the buyer will be regarded as a guarantee that the seller has obtained the legal permission pertaining to the work.

### **Liability**

Bluerock has no legal responsibility in the safe keep of material relating to the work provided upon completion of the work.

### **Third Party Rights**

Any person who is not a party to the Contract will have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **Legality**

These Terms and Conditions as well as the Contract (including non-contractual matters arising therefrom or associated therewith) will be governed by, and in accordance with the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including non-contractual matters arising therefrom or associated therewith) will fall within the jurisdiction of the courts of England and Wales.