

Terms & Conditions

TERMS AND CONDITIONS OF COMMISSIONING AND USAGE OF VIDEO PRODUCTION AND/OR PHOTOGRAPHY FROM JAMES KAR LIMITED t/a JAMES KAR PRODUCTIONS.

1.0 Definitions & General Terms

In these Terms and Conditions the words 'James Kar Productions' 'JKP' 'we' 'us' 'our' and 'ours' refer to James Kar Limited, a UK registered limited liability company. The words 'client' and 'customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all imagery, video and associated audio product created by James Kar Productions, including all moving and still images and sound recordings of whatever form.

2.0 Supply

"Project" means the entire obligations of JKP as described herein including but not limited to, photography, filming, production, animation, editing and providing the Client with the agreed Deliverables within the agreed time frame. The Project is based upon the Client's requirements and instructions which will be provided to JKP as detailed in paragraph 6.0 below (the "Brief").

"Deliverables" means all photos, videos, materials, information developed by JKP in relation to the Project in any form including digital, printed, footage, film, DVDs or CDs.

3.0 Rights Reserved

JKP reserve the right to update these conditions without notice, with the latest version available on the company website: www.jameskar.co.uk/terms-conditions.

Should JKP choose not to enforce any or all of these conditions, it should not be interpreted as a waiver of any of the Company's rights. By providing JKP with an Order, the Client accepts these terms and conditions.

4.0 Payment

Unless otherwise stated, our payment terms are strictly within 30 days from date of invoice and in the event of an order being confirmed the Client accepts these terms. Any late payments of invoices are subject to incur interest at a rate of 8.5% of the outstanding balance per week overdue. All fees are subject to VAT.

4.1 With regards to video productions a two or three part payment process will be outlined in advance and a Proforma Invoice will be sent once the booking has been confirmed. Depending on the project requirements, between 50-75% of the Total Cost must be paid no later than 1 week before filming commences (unless otherwise stated) to cover Pre Production and/or Production costs. Upon delivery of the final product(s)/service(s) and invoice, the remaining balance will be due within 30 days from date of invoice.

Example of a Typical Video Production Payment Structure:

- 25% upfront to cover Pre Production costs and secure your booking
- 50% 1 week before filming to cover Production costs
- Remaining balance of outstanding fees/expenses when project completed

4.3 JKP reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this a Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, fees, charges or the costs of administration of changes.

4.4 All expenses relating to a Project shall be paid by the Client. Where expenses are likely to be significant, JKP reserves the right to require the Client to pay the full amount of the expected expense in advance. General out-of-pocket expenses incurred during the Project, such as courier charges, travelling and hotel expenses, will be paid by the Client at cost or at a pre agreed amount. Where extra expenses are incurred, either as a result of alterations to the original Brief or otherwise at the Client's request, the Client shall pay such expenses. All expenses described in this paragraph shall be paid promptly upon receipt of the respective invoice.

4.5 When projects do not meet "completion" due to the client and not JKP, then the full amount quoted is payable. If after any 6 month period the project has not progressed through a stage of production due to client inactivity, then the next stage invoice will become chargeable and JKP reserves the right to close the project. The stages of production are 'pre-production', 'production', and, 'post-production'.

5.0 Day Rates

Photography - One (1) day of photography means up to eight hours 'base to base'. Half (1/2) day of photography means up to four hours 'base to base'. Any overtime will be charged at 1.5 x the crew's hourly equivalent rate and added to the final invoice.

Filming - One (1) day of filming means up to ten hours 'base to base'. Half (1/2) day of filming means up to five hours 'base to base'. Any overtime will be charged at 1.5 x the crew's hourly equivalent rate and added to the final invoice.

6.0 The Brief

The agreed Brief must be confirmed with JKP in writing before commencement of work and subject only to one set of minor alterations thereafter. The Client warrants that the Brief is accurate. In the event that the Client (i) alters the estimated budget/deliverables after the date of this contract, (ii) causes delay in providing JKP with materials, information, instructions or authorizations or (iii) supplies faulty materials to JKP or in the event that any other circumstance beyond JKP's control occurs, the Client may be required to pay extra charges, or expenses to

JKP and JKP shall not be liable for delays in completion of the Project caused as a result of the events described herein. Major alterations to the Brief, not agreed prior to the commencement of work, can only be made subject to written agreement.

7.0 Cancellation fees:

Photography - If the Client cancels or postpones a photography booking with 5 or less working days notice of the date of photography the Client must pay 50% of the amount of that photography. If 2 or less working days notice of the date of photography the Client must pay 100% of the amount of that photography fee.

Filming - If the Client cancels or postpones a filming booking with 5 or less working days notice of the date of filming the Client must pay 50% of the amount of that filming, including any production fees. If 2 or less working days notice of the date of filming the Client must pay 100% of the amount of that filming, including any production fees.

For all projects - If the client postpones the project subsequent fees for the rescheduling will be charged. If the client cancels the project, then the client agrees to pay the Total Cost for that stage of production and all expenses incurred up to cancellation, including any expenses related to un-presented work which may have already commenced. All deposits are non-refundable.

8.0 Production

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 Clients 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.

9.0 Care and Damage to client property

Whilst every care is taken in the handling of the Client's property, JKP accepts no responsibility whatsoever for any loss or damage, however caused, or any other loss by unforeseen circumstances whilst they are in the custody of them.

10.0 Adverse conditions

In the event of an act of God or inclement weather which in our opinion would pose a risk to the health and safety of our personnel or equipment or has the potential to prevent successful photography, video or audio capture, we reserve the right to change the date or time of the photography/filming to a more suitable date or time.

11.0 Health & Safety

JKP 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. JKP will observe the site safety rules at all times and will liaise with the appropriate Responsible Person(s) named in the production brief.

11.1 The photography/video lights used can get extremely hot. JKP will take any and all steps necessary to ensure that the photography/video lights (and JKP's equipment generally) are used in a safe and secure manner and that no damage is caused to any person or property (including the Client's premises). Due diligence will be employed when using lighting, but JKP cannot be held accountable for any damage to property caused by lights.

12.0 Liability

JKP accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s).

In the unlikely event of JKP being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to 50% of the total invoice value or monies already paid by the Client.

JKP accepts no liability for delays or failure to deliver the agreed product if caused by any element which is the Clients responsibility or in the event of an act of God. Due care will be taken to protect any digital media, but JKP cannot be accountable for any machine error.

12.1 JKP's total liability in contract, tort, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this contract shall in all circumstances be limited to the total amount of any sum paid.

12.2 If the talent, actors or other individuals used in the production are under the age of 18 it is the Client's responsibility to obtain permission to include them in the video.

13.0 Post production

Videos will be uploaded after each round of changes for client approval. Once feedback is received JKP will take up to 20 working days to make the changes (unless otherwise agreed). The new version of the video is put online. Following the Client's approval of the final video, delivery will take up to 5 working days. If the client takes longer than 6 weeks to provide feedback on a video, then JKP are no longer accountable to the 20 days, and 5 days for final video delivery.

13.1 Customer Material

JKP keep a master copy of all raw files and photos, production files and videos. JKP cannot be held responsible for any damage to such files.

JKP will retain a copy of your final video on our system until it has been approved. This can be for a maximum of 3 months. We can keep productions for longer but you will be charged for this service.

13.2 We are proud of the work we produce and all videos produced by JKP may have a discreet production credit at the end of the video eg. "Produced by James Kar Productions" unless otherwise agreed.

14.0 Copyright

Unless otherwise stated, JKP asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by JKP and is protected under UK law. The Client must ensure that permission is sought for the inclusion of any copyright material they supply to JKP to enable them to deliver the product(s) or service(s). The Client must also ensure that permission is sought for the inclusion of any performers or performances, trademarks, locations and music. JKP retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed. Music supplied by the Client to JKP for use in their production must be original and legitimately owned. JKP accepts no responsibility for any breach in copyright for customer supplied music.

The Client agrees to indemnify JKP in the event of any breach of copyright claims being brought against them in respect of material supplied by the Client, without time limit.

15.0 As between JKP and the Client, all intellectual property rights and all other rights in the Deliverables shall be owned by JKP. JKP licenses all such rights to the Client (unless otherwise stated) free of charge on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables. If this contract is terminated, this licence will automatically terminate.

15.1 Permission is not granted to re-edit, copy, use as part of another production or alter the content in any way unless otherwise agreed in writing.

15.2 We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other clients unless (a) we have granted an exclusive licence to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client.

16.0 The Client's usage of the Deliverables is restricted to the specific purpose described in this proposal. If the Client intends that all or any part of the Deliverables will be used in any context other than as indicated in this proposal, prior written agreement (including additional fees) must be obtained by JKP. All Deliverables shall remain JKP sole property unless otherwise agreed. Any creative proposals, ideas or concepts JKP presents to you remain JKP sole property and may not be used, copied or shared electronically in any shape or form.

16.1 Photography and/or Video ideas and intellectual property submitted in proposals is property of and copyrighted to JKP.

16.2 Any logos, artwork and/or images submitted by the Client must be high resolution and the Client warrants that they have permission to use such items.

16.3 With respect to any copyright material selected or supplied by the Client, and unless otherwise agreed in writing, the Client will accept responsibility for obtaining the rights to use such copyright materials (including but not limited to music, text and images) that the Client wants to be used as part of a Project. JKP cannot and will not use copyright material unless the rights to use it have been properly cleared by itself or the Client. JKP is not accountable for any breach of copyright or contract.

17.0 While this Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any JKP staff. If you do, our loss has been set at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.

17.1 JKP reserve the right to use any photos, completed video and original footage obtained during the Project for JKP's own promotions, including our online portfolio. This may include the use of the clients logo on the JKP website.

18.0 JKP 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 customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the "unsuitable" information, its inclusion may be considered.

19.0 Insurance

JKP carries public liability insurance cover of two million pounds. A copy of our insurance certificate can be provided on receipt of a request to our offices. 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.

20.0 DBS Checks

JKP staff/contractors are not DBS checked. If this is a requirement of any project, the client should make JKP aware of this requirement with a reasonable period of notice, and may be required to pay an administration fee if DBS checks are deemed to be necessary by both parties.

21.0 Right of Assignment

JKP retains the right to assign the supply of the product(s) or service(s) to the Client to another suitable company should they be unable to complete these terms and conditions.

These terms and conditions of business, the contract between parties and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.