

The following terms and conditions apply to and accepted by you and your company [hereinafter “**CLIENT**”] and all work carried out in the provision of videography services is subject to these terms, 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 footage [raw and edited] for a period of three months after the project has been delivered. After which it will be deleted, unless otherwise agreed between **TTP** and the **CLIENT**.

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-is and is not allowed to make any further edits or adjustments to the video. 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 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 **CLIENTS** 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** 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.

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 **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