



24 Pictures Ltd
CP Contract
CONFIDENTIAL

TERMS OF AGREEMENT:

Filming

1. **24 Pictures Ltd** will provide the CLIENT with whatever has been agreed at the beginning of the agreement.

Shooting days are either half day or full days. Half days are 4 hours of work and full days are 8 hours of work. It is not necessary to be filming for the entirety of the hours or on site.

Setup duration are included with in these hours.

On shoot days it is NOT necessary to be working for the entirety of the hours if the requested job has completed before the expiry of the time.

if the maximum days are reached before the end of a term or the maximum amount of content is produced has been reached, **24 Pictures Ltd** will charge the client a day rate of for additional content. If it is on a monthly contract plan of monthly content, Any remaining filming days or videos at the end of each term (12 months) can not be transferred and will be reset to zero. The payments can be paid on a monthly basis. Once the contract has been accepted and agreed, the sum would still be outstanding if the production was not delayed or missed due to the fault of 24Pictures Ltd.

Payments

2. The CLIENT will pay **24 Pictures Ltd** the agreed total amount agreed **upon** per calendar month for their services for a period of 12 months. Or if its a 'One-Off shoot then the client may be requested to pay 50% up front and the remaining (including costs or any other additional charges before the final delivery.) This is to be paid via bank transfer set by the direct debit service 24 Pictures use or cash. **24 Pictures Ltd** will send an invoice for the services provided on the 1st of each month if need be or an invoice can be sent immediately. If there is a fault or change of circumstances such as change of bank details etc then the CLIENT has 14 days to make the correct adjustments to reset the direct debit service.

3. Any deposit given is considered as a down payment for the booked days. Deposit are non refundable.

Bookings

4. Bookings must be made before the event dates and all of the information for the shoot must be provided by the client at their responsibility.

5. Bookings: Specific bookings must be made more than 48 hours in advance and are subject to availability.

6. Cancellation: In regards to monthly content plans the minimum notice that **24 Pictures Ltd** will offer the CLIENT with regards to cancellation will be 72 hours. For example, if **24 Pictures Ltd** gets an offer from another client more than 72 hours in advance, **24 Pictures Ltd** can cancel with no penalty or problems. Inside 72 hours, the CLIENT will try to reschedule if possible, but if plans have been written to take into account the filming or people have been booked in for the shoot or plans can't be rearranged for whatever reason, then **24 Pictures Ltd** has an obligation to fulfill its duties outlined in this agreement.

In regards to 'One-Off' shoots the minimum notice that **24 Pictures Ltd** will offer the CLIENT with regards to cancellation will be 72 hours. For example, if **24 Pictures Ltd** gets an offer from another client more than 72 hours in advance, **24 Pictures Ltd** can cancel with no penalty or problems. Inside 72 hours, the CLIENT will try to reschedule if possible, but if plans have been written to take into account the filming or people have been booked in for the shoot or plans can't be rearranged for whatever reason, then **24 Pictures Ltd** has an obligation to fulfill its duties outlined in this agreement.

In both cases, If THE CLIENT cancels 24 hours before the shoot then the day slot will be considered as worked and will minus a day from the allotted days or the client will lose their deposit.

If there are any expenses incurred prior the booking with the THE CLIENTS consent or request and then THE CLIENT cancels the CLIENT is required to pay for the expenses.

Expenses can be hiring of additional crew members if required, hotel/travel bookings or special equipment rentals.

7. Equipment: **24 Pictures Ltd** will provide owned equipment needed to carry out this project at no further charge. If the CLIENT requires specific equipment of which **24 Pictures Ltd** does not own, rental fee's will be applicable.

It is understood the the CLIENT will provide the props related to their product such as plates, food, backdrops etc.

8. Turn around time: **24 Pictures Ltd** will advise the client on an estimated turnaround time for content. This is subject to workload and requirements.

9. Travel: Travel expense is to be paid outside of a 20-mile radius from **5 Barn street OL1 1LP** at £0.79p per mile per person **24 Pictures Ltd** will advise the CLIENT on this prior to carrying out the task. Other expenses such as parking costs and train fair will also be charged to the CLIENT with prior notice from **24 Pictures Ltd** if applicable.

10. Actors/ Talent: Talent is to be supplied by the CLIENT or provided by **24 Pictures Ltd** at an additional fee. **24 Pictures Ltd** will advise the CLIENT on a said fee before making the required booking.

11. Social media management package

NA

12. Paid advertising: NA

13. Music Licensing: **24 Pictures Ltd** will provide the CLIENT with royalty-free music for the videos outlined in this agreement. If the CLIENT requires a specific song or license, additional licensing fees may be applicable.

14. Post Production: Basic Colour grading, editing, audio correction and export is included at no extra charge.

15. Pre planning: The CLIENT will provide **24 Pictures Ltd** with a clear outline of the content they wish to produce for a given day/ project. The CLIENT will give as much detail as possible to ensure a clear understanding of the task given.

16. Editing Amendments: The typical process for amendments or request for changes are that after a full brief is taken from the client a rough draft will be presented in accordance to that. The CLIENT will then have an opportunity to give us any additional information for the project or advise us if the editor is editing their project according to their expectations. All changes must be within line of the initial draft. For example if someone never mentioned animation in the brief and then requested animation in the edit then their will be an additional charge. The second draft will be shown and the client will again have an opportunity for changes as long as it is in line with the initial brief. Any amendments made outside of the allocated set can be subject to a charge of £45/hour.

17. Back Up: **24 Pictures Ltd** will provide an onsite backup for a minimum period of 6 months. If the client wasn't a copy of all the content filmed then there will be an additional charge negotiable. There are no rights in buying project files. The Client must not under any circumstance edit, re-edit or post video clips created by **24 Pictures Ltd** without first notifying **24 Pictures Ltd** – This contract is for produced video/photo content outlined above and not unlimited RAW clip usage.

18. Usage: The CLIENT may use the produced videos/photos provide by **24 Pictures Ltd** in any way that is not harmful to either party.

19. Health & Safety: **24 Pictures Ltd** & the CLIENT will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

20. Creative Brief: The CLIENT accepts **24 Pictures Ltd** decisions on creativity within the product(s) or service(s) and understands that ideas previously agreed may not be possible thereafter. **24 Pictures Ltd** will inform and advise the client on any changes if deemed necessary.

21. Liability: **24 Pictures Ltd** accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). **24 Pictures Ltd** also accepts no liability for media corruption but ensures all measures are taken to limit this possibility.

22. Copyright: **24 Pictures Ltd** retains copyright in all their Original Material. The CLIENT must also ensure that permission is sought for the inclusion of any performers or performances, trademarks, locations and music. **24 Pictures Ltd** retains the right to use this material in its original and edited form that is not damaging to either party as they see fit, unless otherwise agreed in writing. The CLIENT agrees to indemnify **24 Pictures Ltd** in the event of any breach of copyright claims being brought against them in respect of material supplied by the CLIENT.

23. Data Protection: The CLIENT must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video/photo as a result of **24 Pictures Ltd** supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection. **24 Pictures Ltd** reserves the right to use extracts from the finished production for publicity purposes on the **24 Pictures Ltd** website and any social media. The CLIENT will notify those attending the event that they may be recorded on video cameras and that by attendance they give their consent to being recorded.

24. GDPR: The CLIENT will adhere to any laws in relation to Data protection and GDPR. They will seek permission from any persons featured in recordings/ photographs and agrees to indemnify **24 Pictures Ltd** in the event of any breach or claims being brought against them with regards to the services outlined and provided by **24 Pictures Ltd**

25. Confidentiality: **24 Pictures Ltd** will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the CLIENT shall keep confidential any methodologies and technology used by **24 Pictures Ltd** to supply of the product(s) or service(s).

26. It is agreed that at the time of renegotiation for a subsequent contract, the CLIENT will automatically invite **24 Pictures Ltd** to renegotiate the agreement before any other third party.

27. In the event of a dispute arising that the parties themselves cannot resolve, the Parties agree to refer the matter to an independent arbitrator appointed by mutual agreement. If the parties cannot agree on an arbitrator, or both parties do not agree with the decision of the arbitrator appointed, the agreement may be terminated in the following manner:

a) If the breach is one that can be rectified, then the non-breaching party can request in writing that the breach be rectified in 14 days. If the breach is not rectified within that time, the non-breaching party may terminate the Agreement immediately;

b) If the breach is one that cannot be rectified, the non-breaching party may terminate the Agreement by giving 14 days written notice of their intention to terminate.

c) If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other party may terminate the Agreement by giving 14 days written notice of their intention to terminate under the clause.

d) in the event of a termination under this Agreement, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a breach of this agreement by the other party. e) If the terms of this agreement have not been breached and section 21. c) does not apply and the CLIENT wishes to terminate the contract early, any outstanding payments subject to this contract will be issued by **24 Pictures Ltd**.

25. VAT: **24 Pictures Ltd** are NOT VAT registered. If over this contract period **24 Pictures Ltd** become VAT registered the prices outlined above will be subject to additional VAT costs and are not inclusive of VAT.

Once using our service these are the terms and conditions that you agree to work under.