

Abject Productions Terms and Conditions Saturday, 4 June 2011

These terms and Conditions are for project budgets of £501 and above.

Projects under £500 are to be paid in advance or on collection, or between 7-30 days after the production, by prior agreement only.

This PDF contains interactive web links in underlined blue to sites related to this document.

You must read and sign this document before production can begin. This document is for your protection as well as ours. Any amendments must be agreed by both parties.

Definitions

This document forms the 'Agreement', the basis for the working relationship between you, or your business (known as the 'Client') and Abject Productions (known as 'Abject') for the purpose of a multimedia production, or production of media assets video/audio/graphic or website (known as the 'Project').

By agreeing to these terms, (by means of a signed and returned copy via email or post before the Project begins, the client understands the services, production stages and prices of Abject, as per www.abjectproductions.co.uk

Abject Productions retains the right to add to these terms from time to time. Clients with outstanding Projects will be informed of changes via email.

The Production Process

Pre Production

1.1. Client outlines Project brief in email to Abject, including budget, the clients field of business, ideas for the Project, any production deadlines, proposed video format for capture (web video, animation, photograph, DVD or broadcast project). The Client should also outline their existing media assets, such as logos, brochures, flyers, website, fonts used or preferred and supply details to Abject.

1.1a Any copyright material to be used in a project must be licensed by the Client and confirmation sent to Abject before production begins - Also see 8.3

1.2 Abject to submit creative proposal, schedule and quote to Client.

1.3 On agreement of proposal, schedule and quote, Client and Abject to consolidate ideas and if requested by Abject, pay initial production fee as per 10.3.

1.4 Where Client is to provide talent/performers - especially if under 16s are involved - release forms should be requested from Abject - signed and returned before production begins.

1.5 Abject and Client to remain in contact via email, or telephone to develop Project.

Production

2.1 Unless otherwise specified in quote, the performers/talent are responsible for their basic needs on set, such as food, drinks and finding a bathroom

2.2 The performers/talent are expected to be punctual, and on set and in a well prepared and fit state to deliver their action or dialogue until the specified breaks or end of day.

2.3 Mobile phones are to be switched off on set.

2.4 Performers are expected to take direction, be willing to improvise, alter costumes or make up and perform their lines, or action to the satisfaction of the Abject director.

2.5 No unauthorised persons to be on set.

2.6 Whilst action is taking place, performers are required to be silent and in no way hinder or slow down the production process.

Post Production

3.0 The Project edits will be available to preview as drafts on a secure website, where feedback can be given by the Client. Login details will be provided.

3.1 After the draft version of the Project has been evaluated, the Client should advise Abject on the necessary changes to produce the final cut, or finished work. These changes should be minimal and unless otherwise stated in the project brief, one edit day is assigned for re-editing/changes. Once final cut has been given, any further changes will result in supplementary fees.

Budget

4.1 Client understands Abjects rates of production as per <http://www.abjectproductions.co.uk/Services.html>

See also 9.1 on cancellation.

Insurance

5.1 Unless insurance is specified and arranged through quote, Client assumes responsibility for themselves and their performers during Project production. Abject Productions is insured by the Jelf Group Plc.

Also, see 9.2

Archival

6.1 An archival fee of £60 is payable to ensure raw assets of any project are backed up for at least 5 years.

6.2 Retrieving content from the Abject archive is subject to either a relicensing of the work (if Abject owns the copyright), or a fee (if the Client owns the work) which may involve the hire or purchase of kit - depending on the requirements, the time to perform the task and any postage or courier costs.

Clients Obligations

7.1 The Clients obligation is to enable Abject to perform the creative brief as laid out in the returned, signed quote.

7.2 The Client shall be liable to compensate Abject for expenses incurred by Abject as a result of the Clients failure to comply with 7.1

7.3 The Client assumes responsibility for all permissions and consents from individuals, locations or authorities before the commencement of the project, or collection of media assets.

7.4 The Client must inform Abject of any proposed changes to the brief or schedule with at least 5 days notice in writing, so that the production timeline can be modified

7.4.1 In the event of changes to a pre agreed brief and schedule Abject will notify the Client of any additional costs.

Intellectual Properties

8.1 Abject owns the rights to the footage, photographs, video files and composition of all original music and video sequences provided as part of the Project (unless otherwise specified), and (once payment for the project has been made) licenses the final video, DVD, audio file, animation, graphic, photograph to the Client for limited reproduction, use in the formats and means of distribution as outlined in the brief. Also see the [Work for Hire](#) section at the end of this document.

8.2 Client owns the rights to any element of its brand - trademarks, logo's, signage or processes captured in the video or audio.

8.2a. Abject guarantees that none of the project assets will be sold to a third party or be re-used without written permission from the Client.

8.3 Client agrees to supply only materials for which they have obtained or own the copyright clearance. Any fee's for using copyrighted materials in a project, such as music must be paid by the Client and licenses sent to Abject. The Client shall indemnify Abject from any future possible claims, disputes, expenses or similar that may arise for a third party concerning usage of such material.

8.4 Abject reserves the right to use any materials produced for non commercial, marketing purposes.

Cancellation

9.1 In the event that a video shooting day is cancelled with less than 7 days notice, a £250 cancellation fee is applicable, in some Projects this also may result in Client paying supplementary hire fees, travel and consumables charges.

9.1.1 In the event that the Project is cancelled, or shelved - after a production shoot (after the first 50% production fee has been paid) by the Client and breaching the schedule of the Project production, the Client will be liable for all post production costs incurred to that cancellation date. All projects and rushes are archived, so any projects in financial difficulty can be resumed once new finance is in place.

9.2 If a video shoot has to be cancelled due to severe bad weather, no-show by performers for any reason, unforeseen acts, disturbance on location, abusive or aggressive behaviour, or camera, computer or electrical lighting failure, then Abject cannot be held financially responsible. Abject reserves the right to withdraw its operatives from production environments which pose health and safety issues. All realistic measures are made to ensure production runs smoothly and timely. We strongly recommend Client arranges insurance through Abject for all large projects.

9.3 In the event of a camera failure, Abject will make all efforts to find a suitable replacement as soon as possible.

Payment terms

10.1 Our payment terms are strictly 30 days

10.2 Production fee (all fee's to date including the production day is invoiced on the 1st day of production. The remaining, post production fee is payable 30 days after the receipt of the final video Project.

10.3 Under particular circumstances (at Abject's discretion) 50% of the production fee is payable in advance and 50% on production day.

I.....(name)of.....(business) have read and understood the above **Abject Productions Terms and Conditions** outlining the video production process and agree to them for the purposes of a new project

.....(name of project)

Work for Hire.....Yes/No (delete as applicable)

Client Signature.....

Date.....

on return

Abject Signature.....

Date.....