**ROBIN CREATIVE MEDIA LTD.**

**STANDARD TERMS AND CONDITIONS**

**SUPPLY OF SERVICES**

**PLEASE PRINT/SAVE A COPY OF THESE FOR YOUR RECORDS**

By agreeing to contract Robin Creative Media Ltd (RCML) to supply services for you, the client, (in writing or email), you are confirming that you have read, understood and agree to the following terms and conditions.

If you would like to discuss a variation to these due to organisational requirements, please contact us.

Should the client choose not to enforce any or all of these terms and conditions it should not be interpreted as a waiver of any of rights of RCML. By entering into a contract with RCML the client accepts these terms and conditions.

**Definitions**

**Robin Creative Media** Ltd thereafter referred to as RCML

**Client** - the organisation or individual which enters into a written agreement with RCML for supply of services by RCML to deliver content or production or video or photographs or project or a service on their behalf

**Supply of services -** content or production or video or photographs or project or a servic**e** – the product or activity contracted by and for the client to be undertaken by RCML

**Contract** - a written arrangement agreed between RCML and the client in the form of an email agreement, approved quotation, service schedule, written brief, purchase order or contract agreement approved by a person with appropriate authority from the client organisation

**One day’s work** – 8 hours of client time; this may be split over multiple calendar days, particularly for editing and other post-production work. A single full day includes a 30-minute lunch and any statutory breaks, but excludes travel time. Additional time required by the project or client on a filming day may be subject to additional costs.

**Half-day’s work** – 4 hours of client time; this may be split over multiple calendar days, particularly for editing and other post-production work

**Hourly rate** – 60 minutes of client time

**Milestones or deadlines set by the client** – RCM Ltd will schedule work time around these and if the deadlines are changed by the client this may result in additional charges to the client as the change may generate additional costs to RCM Ltd.

**Travel costs** are itemised in quotes in detail but may be subject to change dependent upon local conditions at time of service delivery, for example taxi costs may be higher or lower than quoted and actual costs will be invoiced

**Start and finish times** – we are flexible with filming times to meet your needs but for early starts or late finishes we would include costs to you for overnight accommodation to ensure we are at locations on time and that our staff’s health and safety is not compromised by expecting them to travel long distances after, for example a full day of filming. including but not limited to parking, congestion and local fees, train fare, taxis, and flights, are charged at cost in addition to our service rates. Travel by car is charged at the full HMRC allowable rate for mileage, plus costs

1. **Quotation**

1.1 Supply of services will be based on a quotation supplied RCML via email or quotation document. Amendments to the price for the supply of services will need to be recorded in writing with a dated record approved by a person with appropriate authority from the client and RCML

1.2 Quotations are valid for 2 months from the date shown on the quotation.

1.3 Acceptance of a quotation and/or issue of a purchase order by a client, is acceptance and agreement of the Terms and Conditions stated, which forms the contract between RCML and the client.

1. **Agreement to commence work**

2.1 Once a quotation and supply contract is agreed a confirmed start date in writing by a person with appropriate authority from the client represents a commencement of a contract. Cancellation charges would then apply as set out in Clause 5.

2.2 In the event that booked time is not fully utilised within the agreed timelines set out in the agreed quote there shall be no carry forward or time or resources allowable, unless RCM Ltd agrees any changes based on goodwill.

2.3 If a client pays in advance for an agreed contract this must be supplied within the financial year (06/04-05/04) in which the advanced payment is made. There are only exceptional circumstances in which the credit can be carried forward over a financial year as determined by RCML. Therefore, if the contract service schedule in full or part is not redeemed there are no rights to these services outside the financial year in which the payment credit was made.

1. **Invoicing**

3.1 Invoices will be issued in agreed stages as set out in the contract. Payment delays by the client may result in RCM Ltd. waiting for payment before continuing with supply of services. Advance payments or a deposit may be requested by RCML dependent upon the nature of the contract.

3.2 Invoices are required to be paid within 21 working days. Late payment charges will be applied unless you negotiate a written agreement with RCML in advance for different payment periods.

3.3 RCML reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Lloyds Bank base rate ruling on the date payment is due. Title in the contract’s services shall remain with RCML until full payment has been received, unless otherwise stipulated in a variation to RCML terms and conditions.

3.4 Invoices must be paid by bank transfer, as detailed on invoices. Pleas ensure you provide details of the appropriate financial department, individual or process for submission of invoices.

3.5 If service delivery time or outputs are quoted, agreed, invoiced and paid for – then not used for any reason due to the client, the unspent work will be recognised at the discretion of RCML via an RCML credit note for use by the client within the same financial year. No refunds will be given.

3.6 If a discounted offer is accepted by the client for supply of services and this is shown on the invoice, and then full payment is not received within the time frame stated on the issued invoice, RCML reserve the right to remove all or any discounts offered on the original agreed quotation. These discounted amounts will be invoiced separately in addition to the original invoice, at the discretion of RCML.

1. **Service delivery**

4.1 During any stage of contract delivery any changes requested by the client must be confirmed in writing (this may be email) by the client and any associated charges applied as determined by RCML and agreed with the client in writing.

4.2 At any stage of contract delivery at agreed milestones once the client has signed off that stage, version or piece of content the client cannot then request further changes without charge as this will have an impact on time and resources of RCML.

4.3 RCML cannot be held liable by the client or any third party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast. Any subsequent requests for amendments would be chargeable at our standard rates.

4.4 By entering into a contract with RCML the client agrees to do all that is reasonable to be available for communication with RCML to facilitate service delivery and to make available the resources agreed with RCML, including all relevant permissions and licenses, to ensure delivery can be made to the time and standard required.

4.5 Content will only be released by RCML to the client once both RCML and the client approves all content as complete and to the standard required by both parties in writing.

4.6 Unless otherwise agreed in writing, the client accepts RCML’s decisions on creativity within service delivery.

4.7 Clients are not permitted to release into the public domain or to their end users any form of preview or draft content without RCML’s consent to protect our reputation.

4.8 RCML 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.

4.9 The client agrees that the content RCML has been instructed by the client to produce is lawful and that the client indemnifies RCML against any consequences as a result of it not being so.

4.10 RCML shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to RCML, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

4.11 RCML cannot be held liable for loss or damage caused as a result of third party action or failure.

4.12 The client is responsible for ensuring health and safety legislation and good practice is applied in its premises where RCML will be working for the client.

4.13 RCML Cannot be held responsible for or charged for travel delays or acts of nature outside our control that impact our ability to deliver agreed services.

4.14 RCML retains the right to use any content of the project or video (in part or in full) in perpetuity and in any medium for the purpose of RCML promotional use, unless otherwise agreed in writing with the client.

4.15 On delivery of the final product any technical issues encountered will be corrected free of charge by RCML.

4.16 Any other changes requested by the client would be subject to a charge including transfer of footage electronically or by post.

**5. Cancellation by the client**

5.1 Once a contract is agreed as per 1 and 2 RCML reserves the right to apply the following charges for cancellation or deferment of the supply of services.

5.2 Between 28 days and 7 days before service commences – 15% of agreed price

5.3 Between 6 and 4 days before service commences – 60% of agreed price

5.4 3 days or less before service commences – 95% of agreed price

5.5 There may be an opportunity to negotiate a difference charge rate, for example for deferred delivery, at the discretion of RCML.

**6. Termination of contract**

6.1 RCML reserve the right to cancel or terminate a contract with the client if the client
becomes insolvent or subject to bankruptcy proceedings and/or if the reputation of RCML and anyone connected with RCML could be damaged.

6.2 The client may terminate the contract at any time by written notice of termination, and on full settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by RCML unless any other written agreement is reached in advance.

**7. Intellectual Property**

7.1 Upon payment of the project’s final invoice, any transferable ownership rights for all copies of the finished production are passed to the client as listed on the invoice.

7.2 Electronic project files (for editing, motion graphics and other associated audio and visual works) related to creative methods and workflows remain the property of RCML, and copies will be given over to client at the discretion of RCML.

7.3 Third party footage, images and music purchased by us for your project will be licensed under our name for your contract use. If you require a license for additional uses you must inform us before any licenses are purchased. It is also your responsibility to pay for any ongoing costs to retain these licenses if required. You can request a copy of our license at any time should you need it.

7.4 If you have provided licensed content for us to use it is your responsibility to ensure that you have the correct license for the intended use, and that you retain and renew the licenses.

7.5 We will not to use unlicensed copyrighted content in our content.

7.6 Within UK law, when a client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing. For clients of RCML, contract outputs are assigned joint copyright/ownership with the client and in perpetuity usage license for all platforms and territories. If you require full copyright and ownership of your material, please contact us to discuss arrangements and terms in writing.

7.7 In consideration of, and subject to, the final payment of invoiced fees due to RCL by the client, RCML hereby assigns to the client with an in perpetual, worldwide license to use the accompanying media content (images, sounds, video, animated sequences) for permitted commercial purposes, defined as:
– video, broadcast, theatrical
– advertising, promotion and industry/company communications
– as part of a commercial website for promotional or other communication purposes

7.8 The client may not resell, relicense, redistribute without express written permission from RCML. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.

7.9 The client agrees to indemnify RCML in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Customer.

7.10 Until all payments are made in full, the copyright and ownership of all edits and material shot or created remains the full copyright and ownership of RCML. Any material published that has not been fully paid for, will be copyright-claimed by RCML to the relevant publishing platform.

**8. Discretion, confidentiality and data protection**

8.1 We understand that many of the projects that we work on have at least some element of confidentiality. We will use our best judgement when publicly discussing your project, posting content on social media and using your project within our marketing efforts.

8.2 We treat all projects with sensitivity and will err on the side of caution whenever in doubt.

8.3 Any confidential or proprietary information which is acquired by RCML from a client, company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, RCML will sign and adhere to the conditions of any Confidentiality Agreement or Non-Disclosure Agreement used by the client after a contract is entered into. If an NDA is required in advance an administrative fee or £80+vat will be charged. The client shall keep confidential any methodologies and technology used by the RCML to supply the contract

8.4 RCML reserves the right to watermark all or any, preview or completed videos until the total bill is paid in full – at which point, the clean ‘public ready’ final version will be released to the client.

8.5 If a client takes all footage (or a copies of all footage and material) away from RCML including all original files – then it is deemed that the responsibility and safeguarding of the material is then fully passed on to the client. RCML is no longer be liable for the footage, and also reserves the right to delete all material and footage associated with the contract from RCML file storage at any time in the future. Unless otherwise agreed, automatic offsite backup of the footage will be for a minimum of 3 months after the final delivery date of your project. After this point footage may be archived without automatic back-up systems.

8.6 Standard practice is for RCML to include a small RCML credit at the end of all videos unless the client requires this to be omitted.

8.7 Once content of the client is in public domain it is assumed to be acceptable by the client (unless otherwise stated by client) for any talent that feature (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in for the purpose of the talent’s own showreel and marketing use (in whole or part use).

8.8 Obtaining, storing and using personal data. Any personal data as defined by GDPR 2018 will be subject to the regulations therein. Legitimate business interests may override a request for personal data to be withdrawn that is within photographic and video footage once published.

**9. Miscellaneous**

9.1 It is the client’s responsibility to ensure that consent has been obtained from all parties that are photographed or filmed for the purposes of the production and that their consent covers all intended uses of the end production, including the potential for us to use the finished production as part of our marketing efforts. This consent should be compliant with EU General Data Protection Regulations 2018.

9.2 Please be aware that we do not provide consent forms under any circumstances, even if we source the on-screen talent ourselves, as we do not have control over the finished output. You can find templates online if required.

9.3 If children are involved in productions then the client must understand and apply the laws surrounding the involvement of children in filming, that the production complies with these laws, and that the responsibility for obtaining and maintaining permission, consent and any licenses lies solely on the client unless otherwise contracted with RCML.

9.4 Under no circumstances must the work of RCML be attributed to another company or individual without our consent and/or attribution to RCML.

9.5 Whilst every care is taken in the handling of the client’s property, the Company accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of RCML. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

9.6 In the unlikely event of a contract dispute that cannot be resolved RCML and the client will agree and jointly pay for the costs of an independent adjudicator to investigate the issue. Any disputes must be notified within 28-days of the client receiving the final product(s) or service(s).

9.7 RCML retains the right to assign the supply of the contract to the client to another suitable company should they be unable to complete these terms and conditions

9.8 In the unlikely event of the Company being unable to supply the contract, liability shall be limited to the total invoice value – or monies already paid by the client.

9.9 These terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom.

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