



OPUS MEDIA PRODUCTIONS

VIDEOGRAPHY SERVICES

TERMS & CONDITIONS

Introduction

All bookings and sessions are subject to the Terms & Conditions set out in this agreement document ('agreement') and relate to the provision of videography services by Opus Media Productions to the client. Please read them carefully. By booking our services, you agree to be bound by this agreement. No changes or amendments to this agreement can be made without prior consultation of both parties. Any changes or amendments must be made in writing and signed by both parties.

1. Services and rates

1.1 Description of services: We agree to provide videography services as described in the project brief or contract.

1.2 Modifications: Any modifications to the services must be agreed upon in writing by both parties.

1.3 Rates:

- Half day filming in the studio (3.5hrs): from £250 min charge
- Half day filming on location (3.5hrs): from £350 min charge
- Full day filming in the studio (7hrs): from £500
- Full day filming on location (7hrs): from £700
- Studio dry hire: from £60ph. Hire fee includes a fully soundproof and air conditioned studio space. Should lights or cameras be needed for the shoot, these are available for hire at extra cost. Please enquire for hire prices at the time of booking.
- Hourly rate for video editing and post production: from £50ph

2. Booking and payment

2.1 Booking a session: Assigned booking form agreeing to these terms and conditions must be returned within 7 days of receipt.

2.2 Payment terms: A 50% deposit is required at the time of booking to secure the date and time of our services. The remaining balance is due 14 days before the filming date. Your session is not booked until the deposit has been paid. If you are booking a session within 14 days of the actual filming date, the full amount must be paid upfront. We accept payment via BACS.

2.3 Late payments: Late payments may incur an additional fee of 10% of our full day rate for each day payment is delayed.

3. Cancellation and refunds

3.1 Client cancellation: If you cancel your booking within 14 days of your session, your deposit is not refundable (exceptions will be made for serious illness or other medical emergencies, not for lack of funds).

3.2 Cancellation on our part: In the unlikely event that we have to cancel our agreement for the provision of video services to you due to unforeseen circumstances on our part (i.e. serious illness or other emergencies), we will offer you a replacement session on a future date. If an alternative date or option can't be found to complete your project, we will refund all payments made by you.

4. Rescheduling of filming date(s)

4.1 Client rescheduling date(s): You may request to transfer your filming session to a later date at no extra charge subject to a minimum of one week's advanced notification. We will make every reasonable effort to accommodate the new schedule but cannot guarantee availability. If advanced notification is not given in a timely manner, a surcharge of £25 will be applied in lieu of the notice. It is possible for sessions to be brought forward at no extra charge subject to our availability.

4.2 Rescheduling of date(s) on our part: In the unlikely event that we need to reschedule due to serious illness or other emergencies, we will notify you as soon as possible and work with you to find a mutually agreeable new date for the filming to take place.

5. Changes to the filming schedule itinerary or filming location

5.1 Itinerary or location changes: Any changes to the agreed itinerary or filming location must be communicated to us in writing as soon as possible to ensure crew and equipment availability.

5.2 Additional costs: itinerary or location changes may incur additional costs, which will be discussed and agreed upon before proceeding.

6. Insurance

6.1 Our public liability insurance (PLI): We hold a PLI for all services we provide in our studio or on location. You have the right to ask to see our PLI insurance.

6.2 Client PLI: You are responsible for your own PLI and for ensuring that all HnS requirements are adhered to when filming on your designated location. We have the right to ask to see the PLI and risk assessment for the project we are working on.

7. Force majeure and crew availability affecting delivery of the agreed services

7.1 Force majeure: We are not liable for failure to deliver the agreed services due to circumstances beyond our control, including but not limited to acts of God or government restrictions.

7.2 Crew availability: If the assigned crew member is unable to attend the filming day due to illness or other serious reasons, we reserve the right to assign another qualified crew member.

8. Deliverables

8.1 Delivery time: Subject to the size and complexity of the filming project, we make every effort to deliver your final edited video assets within one week of the filming date, unless otherwise specified.

8.2 Format: Final edited assets will be provided in MP4 UHD format and delivered via cloud storage sharing.

8.3 Approval of edits: Once post production of your footage is complete, we will send you a final video edit for your approval. Following your feedback which we must receive within a week, we are happy to make one re-edit of your video and provide you with a revised version at no extra cost.

8.4 Further revisions: Any further edit revisions requested by you may be subject to additional costs charged at our standard hourly editing rate. Should you request revisions to be made that are not part of the original brief, these will need to be discussed anew and any additional production or editing costs will be calculated separately from the original quote.

9. Video files

9.1 Handling and storage of files during your project: We take every reasonable step to ensure that your video files are secure and protected whilst we work on your project. We accept no liability for any files that we hold and which may be lost, damaged or stolen (as per Theft Act 1968). Should your files get corrupted whilst in our possession, we will make every effort to recover them at no additional cost to you.

9.2 Handling of corrupt or unrecoverable files: We accept no liability for any corrupted files that cannot be recovered. Should this situation arise, we will work with you to find a way to complete your project. This may necessitate re-filming certain scenes at no additional cost to you. If upon consultation with you it becomes clear that early termination of the project is the best course of action, we will refund all fees payable to us.

9.3 Storage of files upon completion of your project: For our records, we keep files on our hard drives for a minimum of 3 months after completion of your project. We accept no liability for any files that are lost, damaged or stolen after the project is complete.

9.4 Transfer of RAW video files: You may request a copy of your unedited RAW files. We are happy to provide you with a copy at an additional cost to cover studio time which is charged at our standard hourly rate.

10. Intellectual property rights and permissions

10.1 Our rights: We retain all rights, title and interest in the raw footage and final asset(s) produced by us for use in our promotional material such as showreels and social media posts.

10.2 Your rights: You have the right to ask us not to use the video assets we have produced for you for our promotional purposes.

10.3 Your license: Your license grants you full permission to use your final edited assets for any purpose you see fit.

10.4 Copyrighted material: Any copyrighted material you provide us with to be included in your project (i.e. still images, video footage, audio), must be accompanied by written clearance by the copyright holder(s). We will not agree to using any copyrighted material without the appropriate clearance by the copyright holder(s).

10.5 Copyright ownership: Upon completion of the project and delivery of the final assets, we will release all copyrights to you.

11. Confidentiality & GDPR (also please refer to our privacy policy)

11.1 Confidentiality: We will maintain the confidentiality of any sensitive information shared during the course of our services and will not disclose such information to third parties without your consent.

11.2 GDPR: Any personal information you provide to us will be retained securely and may be used by us to contact you in the future in relation to other studio activities. We will not pass your personal information to third parties. You have the right to request a copy of your personal information held by us at any time. If you do not want us to contact you (apart from matters regarding your project) please let us know.

12. Liability

12.1 Limitation of liability: Our liability for any claims arising from this agreement is limited to the amount paid by you for the services we have agreed to provide.

12.2 Indemnification: You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your breach of this agreement.

13. Contact Information

For any questions or concerns regarding this Agreement, please contact us at:

email: stavros@opusmediaproductions.co.uk
tel: 07908 363883