



# OPUS MEDIA PRODUCTIONS

## LOCATION RECORDING 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 location recording 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. All bookings and sessions are subject to the Terms & Conditions set out in this document. Please read them carefully.

#### 1. Services and rates

1.1 Description of services: The rates below include the use of all AV recording equipment, microphones and hardware that are necessary to carry out most location recording sessions. Should the project brief necessitate the hire of additional specialist equipment or backline, this will be discussed with the hirer and any hire charges will be quoted for as extra. Discounted rates are available for block bookings, or booking of three days or more. We reserve the right to ask for staggered payment for bookings which are spread out over longer periods of time.

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

1.3 Rates:

- Half a day location audio recording (typically 3.5hrs): £200. Overtime is charged by the hour at a rate of £50ph.
- Full day location audio recording (typically 7hrs): £350
- Video recording of a session: £180 minimum charge up to 2hrs of filming (£50ph thereafter)
- Video editing and post production studio time: £50ph minimum charge
- Audio mixing: £120 per track containing up to 10 audio stems
- Audio mastering: £30 per track

## **2. Booking and payment**

2.1 Booking a session and booking fee: A signed booking form agreeing to these terms and conditions must be returned within 7 days of receipt. A 50% deposit is required at the time of booking to secure the date and time of our services. Your session is not booked until the deposit has been paid. If you are booking a session within 14 days of the actual recording date, the full amount must be paid upfront.

2.2 Payment Terms: The remaining balance is due 14 days before the location recording date. 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 location recording 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.

3.3 Refunds: We pride ourselves in providing the highest quality service possible to all our clients. We work hard and diligently to ensure that we fulfill your brief and meet your expectations during every stage of your project. We will often go the extra mile to ensure that we exceed your expectations. We do not provide any refunds once the work has commenced on recording, mixing and/or mastering projects.

## **4. Rescheduling of date(s)**

4.1 Client rescheduling date(s): You may request to transfer your location recording 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 recording to take place.

## **5. Force majeure and crew availability affecting delivery of the agreed services**

5.1 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.

5.2 Recording engineer availability: If the assigned crew member is unable to attend the recording day due to illness or other serious reasons, we reserve the right to assign another qualified recording engineer member.

## **6. Changes to the recording day itinerary or recording location**

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

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

## **7. Handling of audio files**

7.1 Final mixes/masters: Mixes or masters will not be released until all payments have been received.

7.2 Handling and storage of files during your project: We take every reasonable step to ensure that your audio 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.

7.3 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-recording any music that can't be recovered 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.

7.4 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.

7.5 Transfer of raw audio files: You may request a copy of your raw audio 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.

## **8. Handling of video files**

8.1 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.

8.2 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.

8.3 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.

8.4 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.

## **9. Deliverables**

9.1 Delivery time: Subject to the size and complexity of the location recording project, we make every effort to deliver your final masters within two weeks of the recording date, unless otherwise specified.

9.2 Format: Final masters will be provided in WAV format (for audio files) and MP4 UHD (for video files) delivered via cloud storage sharing. MP4 masters can also be delivered at no extra cost.

9.3 Approval of audio mixes/masters and revisions: Once mixing of your recording session is complete, we will send you an approval draft before your project moves to the mastering stage. Following your feedback on the mix, which we must receive within a week, we are happy to make one revision and provide you with a revised version at no extra cost. Once your mixes are mastered, we will send you an approval draft. Following your feedback of the audio master file(s), which we must receive within a week, we are happy to make one revision and provide you with a revised master version at no extra cost.

Any further revisions requested by you once the mixes and masters have been approved, may be subject to additional costs charged at our standard hourly rate.

9.3 Approval of video edits and revisions: 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.

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.

## **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 samples), must be accompanied by written clearance by 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.

10.6 Royalties: If you wish to discuss royalty splits or producer agreements please discuss this at the time of booking.

## **11. Insurance**

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

11.2 Client PLI and risk assessment: You are responsible for your own PLI and for ensuring that all HnS requirements are adhered to ensure compliance with your PLI. We have the right to ask to see the PLI and risk assessment for the project we are working on.

## **12. Confidentiality & GDPR (also please refer to our privacy policy)**

12.1 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.

12.2 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.

## **13. Liability**

13.1 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.

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

#### **14. Contact Information**

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

email: [stavros@opusmediaproductions.co.uk](mailto:stavros@opusmediaproductions.co.uk)

tel: 07908 363883