

## **Crashburn Media LTD - Terms And Conditions**

### **Fees & Payment**

- 1- Unless agreed otherwise in writing, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 14 days prior to commencement of work. The remaining 50% shall be payable on completion of the video or multimedia project. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.
- 2- For invoices over £1,000 sterling Crashburn Media Ltd will issue an invoice for payment as each sum becomes due, to be paid within 30 days of the date of that invoice.
- 3- For invoices under £1,000 sterling Crashburn Media Ltd may require payment upon completion of transfer of goods or services to the purchaser.
- 4- Crashburn Media Ltd's fees shall be exclusive of disbursements and expense items related to the agreed project such as messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, creation of audio and video streaming files, travel, accommodation, subsistence, fax charges and similar items which will be invoiced to the client on the relevant project, or separately as necessary, unless otherwise agreed in writing prior to the commencement of the said project.
- 5- If payment is not received within 30 days of the invoice date, Crashburn Media Ltd will automatically charge interest at a rate of 5% per annum, which will be added to the customer's account.
- 6- Payment to Crashburn Media Ltd can be made by bank transfer, cheque or cash.
- 7- All cheques must be made payable to Crashburn Media Ltd.

### **Deliverables, Deadlines & Scheduling**

- 8-a. The customer's requirements must be clearly provided to Crashburn Media Ltd in writing before commencement of work and subject only to one set of minor alterations thereafter.
- b. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.
- c. Any required content must be supplied to Crashburn Media Ltd by the customer on time in accordance with agreed scheduling.
- d. Crashburn Media Ltd admits no liability for delays or missed deadlines caused as a result of unsupplied content, information or instruction on the part of the customer.
- e. Any contract requiring Crashburn Media Ltd to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Crashburn Media Ltd, its servants or agents, as necessary.
- 9- Video productions will only be publicly released by Crashburn Media Ltd once the customer approves all content as complete and satisfactory and confirms this in writing.

### **Contracts & Rights**

- 10-a. A customer may terminate the contract at any time by written notice of termination.
- b. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Crashburn Media Ltd unless any other written agreement is reached in advance.
- c. In the event of a terminated contract any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.
- 11-a. Crashburn Media Ltd 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 libelous, defamatory or illegal.

b. Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the "unsuitable" information, its inclusion may be considered.

12-a. Crashburn Media Ltd retains copyright and moral rights to all projects it undertakes.

b. Subject to payment of full fees due to Crashburn Media Ltd by the customer, Crashburn Media Ltd provides license for the customer to use the final project for the purposes set out in the contract.

### **Liabilities**

13- Crashburn Media Ltd cannot be held liable for loss or damage caused as a result of third party action or failure.

14- The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Crashburn Media Ltd provides crew or equipment and such arrangements shall be notified to Crashburn Media Ltd in writing in advance of travel to that jurisdiction.

15- Crashburn Media Ltd cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

16-a. Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.

b. If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.

c. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of productions.

17- Crashburn Media Ltd will not commence work on any project until a confirmed purchase order or equivalent confirmation document regarding the project, as set out by Crashburn Media Ltd in its quotations, has been provided by the client.

18- Any confidential or proprietary information which is acquired by Crashburn Media Ltd 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, Crashburn Media Ltd will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

19-a. Any complaints must be made in writing to Crashburn Media Ltd within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.

b. Should the customer have cause to make any complaint about service or productions, the complaint, if put in writing, will be acknowledged by Crashburn Media Ltd within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to Crashburn Media Ltd.

c. Any complaints will be considered in reference to original project outlines drawn up by Crashburn Media Ltd. Outlines will be in the form of contracts, agreed quotation documents or any other relevant documents, including emails, which refer to the project.

20- Crashburn Media Ltd 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, equipment failure, 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 Crashburn Media Ltd, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

21- Crashburn Media Ltd office hours are 9.30 a.m. to 6.00 p.m. Monday to Friday unless notified otherwise.