



## 1. PROJECT-BRIEF

- 1.1 The Project-brief will lay out the commission of the project, by the *Client*, and list the rights and responsibilities of both the *Client* and the *Company*, the time-frame, payment terms and other specific details, relevant to the individual project.  
The Project-brief is assumed to be in relation to, but not exclusively, video and film production services.
- 1.2 The Project-brief will be agreed in writing by both Chat Noir Productions Ltd., (hereafter referred to as the "*Company*"), and the *Client*, or representative of the *Client*, (hereafter referred to as the "*Client*").
- 1.3 Once the Project-brief has been agreed in writing by both the *Company* and the *Client*, a quote will be issued by the *Company*.
- 1.4 Acceptance of the Project-brief by the *Client* will be considered as acceptance of the Terms and Conditions laid out in this document.
- 1.5 Once the quoted price has been accepted by the *Client*, all work specified within the Project-brief will be carried out by the *Company*, within the delivery time-frame set out in the Project-brief.
- 1.6 Should the *Client* request further work outside of the agreed Project-brief, an amended or additional quote will be issued. All changes will be agreed in writing by both the *Company* and the *Client*.
- 1.7 Should the time frame for the delivery of the project be altered or amended by either the *Company* or the *Client*, this will be agreed in writing.
- 1.8 Unless otherwise agreed, an email from the *Client* will be treated as authorisation to amend the Project-brief, additional changes and the time frame of the project.

## 2. PROOFING

- 2.1 On completion of post-production (editing & graphics) by the *Company*, a Proof copy will be provided to the *Client*, in the appropriate delivery format, as specified in the Project-brief.
- 2.2 A "sign-off" will also be required from the *Client* before final mastering and delivery in the format specified in the Project-brief. At this time the *Client* can specify any corrections or minor additions prior to "sign-off".

Please note: The *Company* is not responsible for any errors or mistakes within the Client-master (see 3.1) that have been "signed-off" by the *Client* during Proofing.

Unless otherwise agreed, an email from the *Client* approving the Client-master will be regarded as an appropriate "sign-off".

- 2.3 Alterations referred to in paragraph 2.2 may include corrections or alterations to spelling, inclusion of additional footage, or removal of unwanted footage.
- 2.4 Changes requested by the *Client*, which are deemed to be beyond that laid out in the Project-brief will require the issuing of a new or amended project brief and may incur additional costs. (refer paragraph 1.6).
- 2.3 After “sign-off” and the delivery of the Client-master to the *Client*, any additional changes or alterations will be considered outside of the Project-brief and will only proceed once a new Project-brief has been agreed.

### 3. CLIENT - MASTER & DUPLICATES

- 3.1 The film video production, hereafter referred to as the Client-master, will be delivered to the *Client* in the format specified in the Project-brief.
- 3.2 All additional Client-master copies, on any medium, will be charged at the quoted rate, as set out in the Project-brief, if requested within 7 working days, following the delivery of the Client-master and dated final invoice.
- 3.3 All requests for copies not received within the time period laid down in paragraph 3.2 will incur a minimum £20 surcharge.

### 4. DEPOSITS

- 4.1 Projects budgeted below £5000 may require an upfront payment before production commences. Amount to be agreed with the *Client* in writing in the Project-brief.
- 4.2 Projects budgeted at over £5000 will require an upfront payment before production commences. Amount to be agreed with the *Client* in writing in the Project-brief.
- 4.3 Deposits for projects budgeted at over £20,000 will be agreed in writing between the *Company* and the *Client*, on an individual basis, before production commences.

### 5. PAYMENT

- 5.1 Payment terms will be laid out in the Project-brief. The *Company* reserves the right to cease work on the Project if the payment terms are breached. Any alteration to the payment terms must be agreed in writing by both the *Company* and the *Client*, or via email as set out in paragraph 1.8
- 5.2 Final payment of the full invoiced amount is required immediately upon receipt of the dated final invoice, unless otherwise stated in the Project-brief.

- 5.3 The *Company* may request payment in full (if specified in the Project-brief) before the release of Client-masters to *Client*.
- 5.4 The *Company* may request payment in full (if specified in the Project-brief) before work commences on the work laid out in the Project-brief.
- 5.5 If the *Client* fails to honour the payment terms laid out in the Project-brief, the *Company* reserves the right to take legal recourse to recover the invoiced amount as laid out in the Project-brief and any additional costs incurred.

## 6. PUBLICITY

- 6.1 The *Company* reserves the right to use the final video supplied on Client-master, or edited sections thereof for publicity purposes. This may include use on DVD show reel, or online video reel. Stills from the final production may be extracted for use in printed publicity material.
- 6.2 If, for any reason, the *Client* requests exemption of final video from being used for *Company* publicity, this must be agreed in the Project-brief, before delivery of Client-master.

## 7. WORKING WITH CHILDREN & YOUNG OR VULNERABLE ADULTS

- 7.1 Any security or police checks requested by the *Client* in relation to *Company* employees working with children, young persons or vulnerable adults will be paid for by the *Client* in advance.

## 8. COPYRIGHT

- 8.1 The Client-master delivered matching the specifications laid out in the Project-brief upon full payment by the *Client* are the property and copyright of the *Client*.
- 8.2 All video rushes, photographic images, software projects, music and sound recordings produced during the production of the Client-master remain the copyright and property of the *Company*.

The *Client* has no legal title to materials generated during the production of the Client-master. All requests for access to video rushes, photographic images, software projects, music and sound recordings by the *Client* will incur an additional fee for transfer of the copyright and property of the above materials.

All video rushes, photographic images, software projects, music and sound recordings will be stored by the company at their discretion for a period of no less than two years unless previously agreed in the Project-brief.

- 8.3 The *Client* does not have the right to amend, edit or in otherwise alter the Client-master without prior agreement with the *Company*. This may incur a fee.

**9. LIABILITIES**

9.1 The *Company* cannot be held responsible for the failure to produce a Client-master or delays in production, if circumstances occur beyond the *Company's* control, as set out in paragraph 9.2.

9.2 Circumstances, in reference to paragraph 9.1 include:

Obstruction to vital location / persons or materials vital for the project due to be provided by the *Client* as agreed in the Project-brief.  
Death, Fire, Flood, Acts of Terrorism  
Other extreme weather conditions

Or any other occurrences which are beyond the reasonable control of the *Company*.

9.3 Having fulfilled the Project-brief and, after "sign-off", delivered the Client-master, the *Company* reserves the right not to commence a future Project-brief with the *Client* without recourse.

9.4 Having fulfilled the Project-brief, the *Company* cannot be held responsible for the use or abuse of the materials provided to the *Client*.

9.5 Unless otherwise stated the *Company* neither endorses nor condemns the subject matter or view expressed within the Client-master. These are deemed to be the responsibility of the *Client* and/or their employees. The *Company* reserves the right to remove their names, logo and branding from any Client-master they do not feel is commensurate with the *Company* ethos.

Signed by and on behalf of  
Chat Noir Productions Ltd. \_\_\_\_\_ Date:\_\_\_\_\_

I confirm that I have read, understand and accept the above Contract and associated terms and conditions in commissioning Chat Noir Productions Ltd.

Signed by or on behalf of Client \_\_\_\_\_ Date:\_\_\_\_\_