

# **Terms of Services with Frame Perfect Management LTD, represented as Frame Perfect, The Collective Production company.**

## **APPLICATION OF TERMS**

1.1.1. These terms and conditions will:

1.1.1. apply to all Assignments undertaken by Frame Perfect Ltd (FP) for the Client and to all Usage Licences or extended and/or additional Usage Licences relating to such Assignments; and

1.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in Client's purchase order, confirmation of the order, acceptance of the estimate, specification or other document supplied by Client, or implied by law, trade custom, practice or course of dealing

2. "**Frame Perfect Ltd (FP)**" means the commissioned company hired for service, Frame Perfect Ltd (FP) whose details are set out in the estimate and invoice(s) for an Assignment.

"**Assignment**" means a commission by the Client of Frame Perfect Ltd (FP) for the provision of Frame Perfect Ltd (FP)'s services of photography, video or event productions for the purpose of creating brand visual content.

"**Advertiser**" means the Ultimate Client of the Client for whose benefit or use of the visual content is commissioned.

"**Client**" is the party commissioning Frame Perfect Ltd (FP) and includes the Client's affiliates, assignees, and successors in title.

"**Estimate**" means any email or other document electronic or otherwise created by Frame Perfect Ltd (FP) and setting out the fee and expenses for any Assignment along with information as to Usage Licences. The estimate will also include all services that will be delivered to fulfil the production.

"**Fee**" means Frame Perfect Ltd (FP) fees as set out in the estimate for delivering said services.

"**Licensed Images**" means the still and/or moving images or events IP selected from the visual content produced and as specified in the estimate as to be licensed for use in accordance with these Terms.

"**Visual Productions**" FP defines these types of shoots as creative days with 9 hours provision for a full day 9 am finishing 6 pm with an hour lunch break. A half day is defined as 4 hours with no lunch break provision. This does include days for preparations to plan and produce what's required for the shoot day. Clients are free to shoot as much or as little as they prefer within this time allowance. Editing of the shoot is in the client's remit post-shoot hours. A retouch fee for each shot selected from the shoot will be applied to the final invoice. Clients must ensure they have the budget to cover the estimated retouch costs ahead of the shoot. This also includes event productions.

"**Visual content**" means all photographic, video materials and/or event IP formats created by Frame Perfect Ltd (FP) pursuant to an Assignment and includes but is not limited to transparencies, negatives, prints, digital files or any other types of physical or electronic material recording either still or moving images.

**“Production”** FP defines “production” as the preparation and management of a photographic, moving image digital asset content creation or event creation project. The rem is applied to model or product content creation.

**“Shoot Duration”** means the number of confirmed days of a shoot whether undertaken consecutively or in separate parts and includes all shoot, travel, recce, preparation or test days.

**“Usage Licence”** means the licence to use the Licensed Image, video or event IP as set out in clause 3.3 and clause 9 below.

**“Working Day”** means a day that is not a Saturday or Sunday or any day that is a Bank Holiday in England.

**“B.U.R”** means Base Usage Rate and is the figure by reference to which additional usage fees to the usage fees stated on Frame Perfect Ltd (FP)’s original estimate as accepted by the Client are established.

**“NON-FP”** means any outsourced supplier service provided for any production e.g. Model, Lighting Gaffers, 3D designers, Set builders, prop makers, CGI specialists, and any agency fees therein.

**“Digital Content Creator or creative specialist”** means any employee, freelance or full-time, of FP who works to create digital or live content including but not limited to: photographer, retoucher, videographer, video editor, or Art/Creative Director.

## **DEFINITIONS OF E-COMMERCE**

3. 3.1. The client agrees the definition of FP e-Commerce level imagery shall be as follows:

3.1.1. There shall be one product per shot only or;

3.1.2. There shall be one model per shot only.

3.1.3. The client agrees to inform FP during the estimate stage if products must be displayed in a particular way or in order.

3.1.4. Retouch will include cut out and light clean up of product or model only.

3.1.5. There will be one round of retouch amends per image.

3.1.6. Images will be supplied on a white or off-white background unless otherwise agreed in writing.

3.1.7. Images will be supplied in single flattened jpeg format only unless otherwise agreed in writing.

3.1.8. Images will be delivered via FTP in a format to be agreed upon by the client.

3.1.9. Images will be used solely for an e-commerce web sales platform owned by the client unless otherwise agreed in writing and stated on the final estimate.

3.2. All images will be shot at 100% resolution of the camera system in use. Clients requiring higher resolution must explain this need in writing during the estimate stage ahead of the shoot.

3.3. The client agrees to take responsibility to check in advance the camera system, studio set up and equipment to be used for their shoot.

3.4. The client agrees to pay a reasonable cost for the time taken for multiple focus shots.

3.5. Retouch will be undertaken in no greater detail than 100% interpolation of the original raw file and to Adobe Photoshop standard. Clients requiring retouching in detail greater than 100% resolution must explain this need in writing during the estimate stage ahead of the shoot. The client agrees to pay a reasonable cost for the time taken for retouching over 100% resolution.

3.6. FP reserves the right to change photographers or retouchers on any job at any time.

3.7. FP will generate client-visual aesthetics guide for regular clients only.

3.8. FP reserves the right for FP creative specialists to interpret any brief on a job-by-job basis and work to best efficiency practices.

3.9. FP will abide by the client's sign-off on brief and creative direction for approved final imagery, which will be shared with all teams via an FP aesthetics guide maximising consistency.

3.10. The client shall not expect the same photographer or retoucher from one shoot to another regardless of the product remaining the same or similar in nature.

## **ESTIMATES AND QUOTES**

4. 4.1. FP will endeavour to apply best practice knowledge across all incoming productions however estimates supplied by Frame Perfect Ltd (FP) to clients are based solely upon the information provided by the Client in advance of preparing the estimate.

4.1.2. Changes to the requirements for an assignment before or during a shoot may increase the fee and expenses.

4.1.3. Estimates shall specify the number and characteristics of Licensed Images which the Client shall be entitled to use and the media and territories in and durations for which they may be used and these shall be the terms of the Usage Licence unless otherwise agreed in writing. The Client is responsible for checking the estimate to ensure that it provides for all requirements including but not limited to post-production, high-resolution files, the correct usage licences and all technical specifications for the Licensed Images.

4.1.4. Unless otherwise agreed in writing the Client's confirmation of a shoot date(s) shall be deemed to be acceptance of the costs of the relevant estimate.

4.1.5. The client shall not initiate any production without having the funds available to cover the estimate in its entirety plus a 10% contingency.

4.1.6. If no B.U.R. has been stated, it will be equivalent to Frame Perfect Ltd (FP)'s standard per image shoot rate.

4.1.7. Frame Perfect Ltd accepts estimates approved via email and the Client agrees to be bound by the price description discussed via email relating to any photo shoot, video shoot, or event production.

4.1.8. The client agrees that any FP estimation of NON-FP costs is non-binding and the NON-FP cost may differ from that of the FP estimate and is specific to said NON-FP supplier.

4.1.9. The client agrees to pay directly any NON-FP costs in relation to any estimate supplied by FP. Non-FP is material/expenditure costs, which will require advance payment to secure their specific services.

4.1.10. Frame Perfect Ltd will endeavour to make pricing as clear as possible to the Client. Including a full cost breakdown including, expenditure, material costs, as well as production, licensing and post-production costs.

4.1.11. Frame Perfect Ltd reserves the right to review each image or video on a case-by-case basis. Any images requiring retouching over and above that which Frame Perfect Ltd deems as relevant to the usage permutations will be charged to the Client at a further cost. The definitions of e-Commerce can be read in clause 3.

4.2.0. FP reserves the right to review any estimate or quote supplied to a client at any time should the production requirements differ from those of the final relevant estimate.

4.2.1. The estimated costs supplied to any client by FP may increase to reflect the true nature of the level of work involved in supplying images, video or events for the said client regardless of any test photography undertaken by FP. FP will inform the client of any increase in costs at the earliest opportunity.

#### **SUPPLY OF BRIEF INFORMATION**

5. 5.1. The client agrees to supply FP with all required information at the estimate stage and takes responsibility for failure to do so. The client agrees that failure to supply FP with the required information at the estimate stage may incur further costs to the client.

5.2. The client agrees not to make the assumption that reasonable information has been supplied by sending website references, brief documents or reference images or from the verbal discussion. The client undertakes to make specific written references at the estimate stage should their requirements fall outside standard FP's visual or event production expectations.

5.3. FP will design a visual treatment, outlining our visual concept interpretation of the client's brief that has been provided. This treatment will be sent to the Client to review and to accept or make changes. If accepted this will be the visual guideline to achieve the brief visually.

#### **CONDUCT OF THE SHOOT**

6. 6.1. The shoot will be arranged on the date(s) mutually agreed upon between all Parties.

6.2. During the production Frame Perfect Ltd (FP) will take account of the Client's reasonable instructions in respect of the production brief.

6.3. If the Client is not present during the production, then Frame Perfect Ltd (FP)'s interpretation of the brief shall be deemed acceptable to the Client.

6.4. The production process presented and agreed upon by the client will be followed if the client is not present on set.

6.5. The Health and Safety and Risk assessment procedures will be followed during the production.

#### **OVERTIME AND ANTISOCIAL HOURS**

7. 7.1. A normal day is up to nine (9) hours (including one (1) hour for lunch) between nine (9)am and six (6)pm on any Working Day.

7.2. Any hours worked outside a normal day ("Antisocial Hours") will incur additional overtime fees for Frame Perfect Ltd (LRP), specialists and facilities. These will be agreed upon between all Parties and to be discussed during the final estimation.

7.3. Additional fees for NON-FP specialists, facilities and any other third parties required to work Antisocial Hours shall be as set out in their standard terms or otherwise negotiated.

### **CANCELLATION OF PRODUCTION**

8. 8.1. In the event a confirmed production is cancelled or postponed by the client for reasons outside the control of FP with less than two (2) days notice the client agrees to compensate FP 100% of fair expenses incurred by FP to the date of the shoot.

8.1.1. Expenses will include the cost of cancellation of NON-FP service suppliers and any other 3rd party involved in the relevant production which shall be paid directly to the supplier by the client.

8.2. In the event the client wishes to move the date of production to a date which is already booked with an alternative FP client (and said client does not agree to release the date) the client agrees to pay for the expense of hiring an alternative studio space and any other expenses in relation to this requirement which shall be agreed in advance.

8.3. The client acknowledges that the cost of studio hire varies and is dependent on notice and availability is not guaranteed.

### **PROVISIONAL BOOKINGS**

8.4. Provisional bookings will automatically be cancelled if the client has not confirmed within 24 hours of receiving the production quotation and service package. If the client acknowledges the production quotation and service package, a deposit must be made to secure the assigned production.

### **ACCEPTANCE & DELIVERY**

9. 9.1. When required, following completion of the production Frame Perfect Ltd (FP) will deliver to the Client as soon as reasonably practicable the visual content produced either in full or edited in a low-resolution format to enable the Client to select the Licensed Images or review design plans.

9.2. Subject to any previously agreed deadlines for post-production work Frame Perfect Ltd (FP) will carry out such work required as soon as reasonably practicable but cannot guarantee urgent turnaround.

9.3. The client agrees that any time taken by the client to edit their visual content is not included in the time allowance estimated by FP to the deadline of the final digital asset supply.

9.4. The client acknowledges that final supply times may be subject to change depending on the current workload of FP and that FP shall not be bound by any client's internal critical path workflow.

9.5. Unless expressly agreed in writing between the parties the Client shall not be entitled to reject the visual content on the basis of style or composition or difference of subjective opinion where the client brief has been followed by FP.

9.6. FP will endeavour to correct any image/video amendments or replacements within the confines of the budget and production timelines but this is not guaranteed.

### **STORAGE OF MATERIAL**

10. 10.1. The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all visual content supplied for the duration of the Usage Licence. Frame Perfect Ltd (FP) will not be responsible for archiving any visual content unless by prior written agreement with the Client.

10.2. Save for the purposes of the Usage Licence including clause 10.1 above the visual content may not be transmitted to any third party, including for the avoidance of doubt any associated or branch office of the Client, without the written permission of Frame Perfect Ltd (FP).

10.3. Upon publication of the Licensed content or any of the final content taken but not selected for licensing and on Frame Perfect Ltd (FP)'s request, the Client shall supply to Frame Perfect Ltd (FP) free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed content in the context in which they are published.

## **COPYRIGHT & USAGE LICENCES**

11. 11.1. Unless agreed in the specific terms of the estimate the entire copyright and all similar rights throughout the world in all the visual content and ownership of all physical materials created by or for Frame Perfect Ltd (FP) shall vest in and be retained by Frame Perfect Ltd (FP) at all times without prior written agreement. FP grants that estimate not stating a usage period shall include 12 months of client e-commerce & social channels usage only.

11.2. The Client is responsible for informing the Advertiser of the extent and limitations of all Usage Licences. Any agency involved in any Frame Perfect LTD (FP) production is responsible for informing their client of the extent and limitations of all Usage licenses.

11.3. Upon payment in full of both the fee and expenses for an Assignment Frame Perfect Ltd (FP) grants to the Client the right to use the Licensed Images on the express terms of the Usage Licence laid out in the estimate or contract supplied. No use may be made before payment in full without Frame Perfect Ltd (FP)'s express agreement in writing.

11.4. Provided that the Client has paid in full all invoices relating to the Assignment, the period of use specified in the Usage Licence, commences from the date of first use or 12 months after the production date, whichever is sooner (unless otherwise agreed in writing).

11.5. Usage of the Licensed Images is limited to the use of such images as provided by Frame Perfect Ltd (FP) and the Client shall not manipulate any Licensed photograph's or video's or make use of only part of any individual image without the prior written permission of Frame Perfect Ltd (FP).

11.6. The Client may only sub-license the right to use the Licensed Images to the disclosed Advertiser as agreed and strictly on the terms of the Usage Licence.

11.7. Neither the Client nor the Advertiser may use the Licensed Images in relation to any additional products or services not specified in the Usage Licence.

11.8. Any licence to use the Licensed Images shall automatically be revoked if payment in full of both the fee and expenses for an Assignment is not received by the due date plus 10 days, specified in the relevant invoices or if the Client or Advertiser becomes insolvent or is put into receivership or is subject to any of the matters set out in clause 22.1.2 below.

11.9. The base assumption of images or moving images produced by FP covers e-Commerce usage only. Usage requirements over and above including social media, web platform and any print or tv media in any format must be discussed, approved and stated on the relevant estimate prior to any visual productions.

## **ADDITIONAL/EXTENDED USAGE**

12. 12.1. The fee is based on the Usage Licence as specified in the estimate. Any additional or extended use (including for the avoidance of doubt the use of individual still frames from licensed moving image footage) will attract an additional fee which must be agreed upon by both parties in advance.

12.2. Any estimates of additional or extended Usage Licence fees provided to the Client are valid for a period of three months from the date of the estimate only (unless otherwise notified in writing).

12.3. The Client acknowledges that such estimates do not include provision for any NON-FP or third-party rights which are the responsibility of the Client.

12.4. The Client shall procure that the Advertiser requests any necessary extended or additional Usage Licence(s).

12.5. Any extended or additional use made without permission shall attract an additional fee calculated by BUR and an administration fee based on the time involved.

## **EXCLUSIVITY**

13. 13.1. All Usage Licences granted by Frame Perfect Ltd (FP) to the Client shall be exclusive to the Advertiser and the Client unless otherwise agreed in writing.

13.2. Subject to clause 12.4, Unless agreed in the specific terms of the brief, Frame Perfect Ltd (FP) undertakes not to grant any other licence in respect of the visual content produced to any third party without the client's consent. This clause shall survive the termination of this agreement.

13.3. After the expiry of the exclusivity period, Frame Perfect Ltd (FP) shall make such use of the visual content including the Licensed Images as FP sees fit for the promotion of Frame Perfect LTD providing that any such usage shall not be used for malicious purposes of denigration to the client and their brand. This clause shall survive the termination of this agreement.

13.4. Nothing in this clause (13) shall prevent Frame Perfect Ltd (FP) at any time from using the visual content, whether commercial, test or speculative (images shot for presentation/pitch/ awards), in any form and in any manner worldwide for the purpose of promoting FP services providing that any such usage shall not be used for malicious purposes of denigration to the client and their brand.

13.5. Frame Perfect Ltd (FP) reserves the right to use the visual content for this purpose whether or not in the context of the Advertiser's advertisement or other material in which the material is incorporated, including without limitation the Advertiser's branding subject to the client's consent which shall not be reasonably withheld.

## **THIRD-PARTY RIGHTS**

14. 14.1. Engagements of NON-FP third-party suppliers, are subject to such terms and conditions as those parties may require, which shall be made available by the supplier on the client's direct request to the supplier.

14.2. Estimated fees for talent or NON-FP suppliers, cover time only and the Client shall be responsible for clearing Usage unless otherwise stated in the Estimate.

14.3. Visual content or event IP created specifically for the assignment or production shall remain the property of their creator unless agreed otherwise.

14.4. Frame Perfect Ltd (FP) shall not be responsible for obtaining any clearances in respect of third-party copyright works, trademarks, designs or other intellectual property used in relation to the Assignment or any Usage Licence or extension thereof unless expressly agreed in writing prior to the production.

#### **INTELLECTUAL PROPERTY RIGHTS**

14.5 The photographer, videographer, art director, or graphic designer, automatically owns the intellectual property until the client agrees to terms and conditions and pays all fees respective to licensing the usage and permitted use of the images. The usage rights, outline the client's permission on how to use the content, unless the client buys out the exclusive rights to the content the client is not entitled to use any content for any usage beyond that agreed.

14.6. The client will discuss, at estimate the terms required for usage of content, as the content creator agrees to restrict the use and exploitation of the copyright content or any other intellectual property rights.

14.7. All rights not expressly granted to the client under these terms and conditions are hereby reserved to FP as appropriate. In particular, the client acknowledges and agrees that FP's content creator is the owner or licence holder of all commercial rights and intellectual property rights and the client shall not be entitled to exploit or enter into any commercial or other agreement with the content creator to exploit any rights, other than the rights specifically granted to the client under these terms and conditions.

14.8. For the avoidance of doubt, notwithstanding anything in the estimate or these terms and conditions, including but not limited to any grant of exclusivity over the use of the content, the client acknowledges and agrees that Frame Perfect LTD (FP) may use the content resulting from any production in any form whatsoever, solely in order for Frame Perfect LTD to promote the quality and high standard of work we produce. Frame Perfect LTD (FP) acknowledge and agree not to exploit the content for any commercial purposes not agreed upon, other than as set out in the booking confirmation form and these terms and conditions.

#### **CREDITS**

15. 15.1. In respect of all editorial uses and otherwise as additionally stated in the brief, the Client shall procure where reasonably possible that Frame Perfect Ltd (FP)'s name is printed in reasonable proximity to all published reproductions of the Licensed content.

15.2. Where possible FP would prefer to be tagged in any social media posts pertaining to work produced for any client.

15.3. FP reserves the right to use any images, videos or event IP produced for any client for uses of promotion of FP services and to include any method of association to the client involved, deemed appropriate to any given platform including the FP website or on social media by way of "tagging" subject to the client's approval which shall not be unreasonably withheld. This includes the use of images or moving images of any client product or whether directly owned or third party and also recognisable talents in perpetuity.

15.4. The client shall assume FP will use the client's images or video (as per clause 15.3) and agrees to undertake the responsibility to inform FP of any necessary restrictions in a timely manner. In the event, no restrictions are made available FP will assume consent is given.



## **PAYMENTS**

16.1. All expenses and production costs must be paid in advance unless otherwise agreed in writing and such invoices are due on presentation. All expenses and production costs are only subject to the prior written approval of the Client, provided the Client makes all and any requests for such expenses at least 5 days prior to the date of the production in relation to said request.

16.2. All final NON-FP expense invoices must be paid within thirty (30) days of the date of issue.

16.3. FP reserves the right to issue the client with the relevant final invoice either on the completion of the production or on delivery of final digital assets with the agreement of the client which shall not be unreasonably withheld.

16.4. Frame Perfect Ltd (FP) reserves the right to charge interest on late payments at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.

16.5. If there is a delay of one (1) month or more between the agreed pre-production work and the production, Frame Perfect Ltd (FP) reserves the right to invoice the Client for the pre-production element of the fee and for any expenses already incurred by Frame Perfect Ltd (FP).

16.6. Usage Licence and any third-party fees negotiated by Frame Perfect Ltd (FP) are payable regardless of whether Licensed Images are in fact used by the Client or the Advertiser.

16.7. All payments are due in pounds sterling unless expressly stated otherwise.

16.8 On final estimation including expenses and production costs, an agreed 50% deposit of the total estimation is required to secure packaged services tailored for the Client's requirements.

16.9 On final estimation, Client's who can not meet the 50% deposit, or expenses and production cost, can arrange a payment plan, paying in agreed installments before pre production or production begins.

16.10. Clients running a PO system in order to make payment for any given assignment must raise the PO number no later than twenty-four (24) hours before the start of the production booking.

16.11. FP reserves the right to close and invoice for any incomplete productions running on any given PO number supplied.

16.12. The client acknowledges that refusal of payment is forfeiture of any rights to any digital asset/s supplied by FP in relation to the unpaid invoice.

16.13. In the event, a client refuses payment, FP reserves the right to liquidate any client asset/s or product/s in the possession of FP in order to recoup costs and to induce the services of the small claims courts or 3rd party debt recovery agencies.

16.14 The client agrees not to use or share on any platform or in any circumstance any content produced by FP without payment in full, where payment has not been made within 10 days' notice that payment is overdue.

## INVOICING

17.17.1 All fees and expenses, plus VAT (**Where applicable**) shall be invoiced by Frame Perfect LTD (FP) to the Client and Ultimate Client. Under no circumstances are payments to be made directly to the FP or NON-FP creative specialists or Third Party unless by prior written agreement from FP. FP reserves the right to invoice the ultimate client (i.e designer/manufacturer/owner of the product/service in question). Frame Perfect's LTD (FP) fees for services delivered are charged and included in the total estimation as detailed on the invoice.

17.2 In all cases, the person commissioning FP, is the client, who will be invoiced and solely responsible for payment, unless otherwise agreed in writing at the time of estimation. FP reserves the right in its discretion to invoice the '**ultimate client**', (eg. designer/manufacturer/owner of the product in question).

17.3 This can be done if the client is booking on behalf of the ultimate client, in which case the client and the ultimate client are jointly and severally liable to pay all of the fees and settle the invoice accordingly. All fees for usage of content, once agreed, and are payable whether or not the right is exercised. Unless FP specifically agrees otherwise in writing, no usage in any form is the content permitted until the FP has received payment in full. FP reserves the right to alter payment terms if it deems appropriate, prior to booking.

17.4 If the client fails to pay in full on the due date, any amount which is outstanding and payable to FP without prejudice to any other right or remedy of FP, the amount outstanding shall bear interest both before and after any judgment. From the time of the due date up until and including the date, that payment is made in full and such interest shall be compounded and accrued on a daily basis.

17.5 Unless alternative payment terms have been agreed upon prior at estimation stage, all invoices still unpaid within 30 days of invoice will be passed on to Daniels Silverman debt collection service. The client will be liable to pay any additional fees incurred.

17.6 In the event that the client is providing the services on behalf of or to a third-party end user, in entering into these terms and conditions the client is acting in its capacity as the agent of the third-party end user and the client shall ensure that the third party end user:

Enters into an agreement with the client on the same terms as these terms and conditions;

- Acknowledges its obligations to FP including but not limited to the obligation to pay FP on any invoice received from FP; and
- Acknowledges that the third party end user may not use the content until payment is received by FP and that at all times the third party end user is subject to any restrictions as to use of the content including but not limited to territorial restrictions and restrictions as to media in which the content may be used.
- Any fees received by the client from the third-party end user relating to any of the rights or benefits conferred on the client by these terms and conditions shall be deposited in a designated Frame Perfect LTD account by the client (**the Third Party End User Fees**). The Third Party End User Fees shall be held on trust for FP as beneficiary until all outstanding fees owed by the client are paid in accordance with the terms of these terms and conditions.

## **EXPENSES**

18. 18.1. The client acknowledges that all expense figures provided in advance of production are estimates only and the client should allow a minimum ten per cent (10%) contingency budget in all cases. All estimated costs are stated exclusive of VAT.

18.2. The client acknowledges that FP can only calculate specifically requested expenses in advance on information supplied by the client in relation to their production and that certain expenses may be unforeseen.

18.3. Frame Perfect Ltd (FP) will endeavour to work within the agreed cost estimate, but individual costs within the estimate may vary at the discretion of FP to enable the most effective realisation of the brief.

18.4. Where unexpected extra expenses or time are incurred by Frame Perfect Ltd (FP) as a result of alterations to the original brief by the Client, or otherwise at its request, the Client shall be liable to pay such extra expenses and/or additional fees at Frame Perfect Ltd (FP)'s the normal rate on written approval which shall not be unreasonably withheld.

18.5. Receipts for expenses can only be provided if requested prior to production confirmation.

## **RETURN OF MATERIALS**

19. 19.1. Not including agreed social media posts or blogs, within thirty (30) days of the expiry of any Usage Licence the visual content must be returned to Frame Perfect Ltd (FP) in good condition and any digital files stored by the Client and the Advertiser must be deleted.

## **INDEMNITY**

20. 20.1. The Client shall indemnify Frame Perfect Ltd (FP) and keep FP and their respective officers and employees indemnified indefinitely against all liabilities, claims, costs, damages and expenses claimed or incurred (including legal costs) or licence fees due by reason of any infringement claim, or alleged infringement, of any intellectual property rights relating to any failure by the Client to obtain third party clearances or arising out of the use of the visual content by the Client or the Advertiser outside of the Usage Licence or otherwise as a result of any breach by the Client or the Advertiser of these terms.

## **COMPLAINTS**

21.21.1 Any complaints – whether in respect of FP or NON-FP member, must be reported to Frame Perfect LTD director or supervisor immediately and in any event, no later than 24 hours after the end of the production. Complaints cannot be considered after this time. If FP has performed every commercially reasonable endeavour to provide a satisfactory and efficient service, cannot be held responsible for a FP, NON-FP or Third-Party's conduct on an assignment.

21.2 Whilst FP will use reasonable endeavours to ensure that the assigned special lists provide a satisfactory and efficient service to clients, FP cannot be held responsible for conduct or behaviour whilst delivering the services. In this regard, FP shall not be held liable for any costs, expenses or losses suffered as a consequence of the behaviour or conduct of any assigned specialists on set of the assignment.

## **FORCE MAJEURE**

22.22.1 Frame Perfect LTD (FP) shall not be liable to the client for any delay in performing or failure to perform any of its obligations under these terms and conditions. If out of FP's control and which is unknown to, and cannot reasonably be anticipated by FP including without limitation to fire, floods or catastrophe, acts of God, insurrection, workforce action, war or riots. ("Event of Force Majeure") Frame Perfect Ltd (FP) obligations under these terms and conditions shall be suspended for so long as the event of Force Majeure continues and to the extent that it is so delayed.

## **EXTENT OF LIABILITY**

23. 23.1. During the time of this contract Frame Perfect Ltd (FP) shall not be liable to the client for any loss of profit, loss of contracts, loss of business or revenues, loss of production or for any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Frame Perfect Ltd (FP), Frame Perfect Ltd (FP)'s employees, NON-FP service suppliers, agents or sub-contractors or otherwise) which arise out of or in connection with the shoot.

23.2. Frame Perfect Ltd (FP)'s maximum aggregate liability for all losses, damages, costs, claims and expenses however or whenever arising out of or in connection with these terms shall, in any event, be limited to the total amount of the fees paid to Frame Perfect Ltd (FP) by the client in relation to the relevant Assignment.

23.3. Notwithstanding the above, nothing in these terms excludes or limits the liability of Frame Perfect Ltd (FP) for death or personal injury caused by Frame Perfect Ltd (FP)'s negligence or that of FP employees, NON-FP suppliers, agents or sub-contractors, for any fraudulent statement or act or for any matter which it would be illegal to exclude.

23.4. Frame Perfect Ltd (FP) hereby disclaims any warranties, conditions and other terms on or relating to the services hereunder or any parts thereof which might otherwise be implied whether by statute, law, custom, course of dealing or otherwise, including without limitation any warranty, condition, or other terms of merchantability, quality, fitness for purpose or non-infringement to the fullest extent permitted by law.

## **CONFIDENTIALITY**

24. 24.1. Frame Perfect Ltd (FP) will keep confidential and will not disclose to any third parties or make use of visual content, event IP or information communicated to them in confidence for the purposes of the Assignment, save as may be reasonably necessary to enable Frame Perfect Ltd (FP) to carry out his/her obligations in relation to the Assignment.

24.2. It shall be the sole responsibility of the Client to arrange for any third party involved in the Assignment to enter into any confidentiality agreement.

24.3. Frame Perfect Ltd (FP) will not be liable for any breach of confidentiality by any third party or NON-FP supplier.

24.4. FP is fully signed up and compliant with GDPR regulation and registration.

24.5. FP agrees to abide by any data processing agreement in the form reasonably required by the client should the client deem this necessary and provide that the client pays for any costs involved.

## **TERMINATION**

25. 25.1. Either party will be entitled to terminate these terms immediately by giving written notice to the other if the other party:

25.1.1. commits a visual content or event IP breach of these terms and fails to remedy that breach (if remediable) within 30 days after receipt of written notice requesting its remedy; or

25.1.2. is the subject of a bankruptcy order or becomes insolvent or makes any arrangement or composition with or assignment for the benefit of its creditors or if any of the other party's assets are the subject of any form of seizure, or the other party goes into liquidation either voluntary (otherwise than for reconstruction or amalgamation) or compulsory, or a receiver or administrator is appointed over the other party's assets. In this instance, all and any invoices due to FP will remain valid and due as per the terms of this agreement and all image/video or event IP copyright ownership shall revert immediately to FP. Continuation of use of any FP digital asset or event IP without payment in full regardless of new client company ownership or receivership shall be deemed a breach of copyright.

## **EFFECTS OF TERMINATION**

26. 26.1. On termination or expiry of these terms for whatever reason:

26.1.1. The Client shall pay all sums due and owing the date of which will be automatically accelerated to the date of termination.

26.1.2. FP shall release all products and any relevant confidential information to the client immediately providing all expenses and invoices either draughted, due or overdue to FP are paid in full.

26.1.3. The provisions of Clauses 2, 4.3, 10, 11, 12, 13, 14, 15, 18, 19, 20 and 21 shall survive expiry or termination.

26.1.3. Any termination and/or suspension of these terms shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

26. 24.1. Frame Perfect Ltd (FP) shall not be liable for any failure or delay in the performance of any of FP's obligations under these terms caused by any circumstances beyond FP's reasonable control.

## **CLIENT PRODUCT CARE**

27. Frame Perfect Ltd agrees to accept deliveries of clients' products into their premises on the following terms:

### **RECEIPT OF GOODS**

27.1. The client agrees not to deliver any product to FP premises for any reason without accepting full accountability for the safety, condition, delivery and inventory of their product/s.

27.2. The client agrees to fully insure under their own policy against the full replacement cost or value to the client of all goods, products and materials delivered to the premises of Frame Perfect Ltd or FP storage facility. Insurance cover must include transit time beyond the usual insurance cover provided by any logistics transport provider.

27.3. The client shall not attempt to deliver any hazardous or illegal substance to FP premises.

27.4. Frame Perfect Ltd will endeavour to notify the Client of any damage to or loss of the client's product/s discovered (but not caused) by Frame Perfect Ltd at the earliest available opportunity.

27.5. The client agrees not to send to FP any shipment that contains products which are not identifiable by barcode with a digital corresponding client-generated inventory in the form of a searchable spreadsheet without a written agreement between both parties.

27.6. In the event any client requires FP to create a coded inventory of a shipment of products or to identify and locate any specific product within any shipment the client agrees to recompense FP for any reasonable expense incurred.

27.7. The client agrees that it is the standard but not guaranteed procedure for FP to check and tally shipments at the earliest opportunity.

### **Storage of Goods**

27.8. Frame Perfect Ltd will safely store client products at FP premises for the requisite time period before and during the relevant production. The post-shoot storage period is not to exceed 1 week without prior agreement.

27.9. Frame Perfect Ltd reserves the right to transport and store client product/s at a secure off-site facility within a 2-mile radius of FP Premises. The client agrees to pay the cost of this transport and storage which shall be reasonable.

### **Return of Goods**

27.10. Frame Perfect Ltd reserves the right to return product/s at any reasonable time with no fewer than 24 hours notice to the client using a logistics transport provider of Frame Perfect Ltd's choice. The Client agrees to pay the cost of the return of products which shall be reasonable.

27.11. Frame Perfect Ltd will endeavour to repackage any product to be returned to the Client to the same standard of packing as when received by Frame Perfect Ltd.

27.12. Frame Perfect Ltd reserves the right to use branded stickers and/or packaging to identify the product as to be returned to the Client.

27.13. The client agrees the product may not be returned in a condition for immediate resale.

27.14. The Client may collect their product in person or with the logistics provider of their choice only during Frame Perfect Ltd opening hours, with prior notice and any client or logistics provider agrees to abide by the instructions of FP on arrival.

### **Product Loss or Damage**

27.15. In the rare event that any accidental damage to or loss of the Client's product/s is caused directly by the negligence of Frame Perfect Ltd will be notified to the client at the earliest available opportunity. Frame Perfect Ltd agrees to be liable for the cost of any damage or loss in this instance only to the full wholesale cost of the product by way of an insurance claim on Frame Perfect Ltd's "Goods in Trust" insurance policy to be refunded to the Client or removed from the invoice relating to said product. This does not relate to the product in transit as per clause 27.2

27.16. High-value items must be insured under a separate policy held by the Client as per clause 27.2.

27.17. Any Client wishing to visit the premises of Frame Perfect Ltd may do so by appointment only within Frame Perfect Ltd opening hours.

### **IMAGE, VIDEO OR EVENT CONTENT CREATION**

28. Frame Perfect LTD (FP) will endeavour to use the appropriate image creation techniques currently available using lighting and digital medium. FP reserves the right to select the style of lighting and the level of a digital medium appropriate to any given client brief in line with the client's brief. Any client with specific requirements in regard to lighting or digital image output format shall notify FP in writing a minimum of three (3) working days ahead of any image, video or event creation or during estimation.

28.1. Frame Perfect LTD employees will endeavour to create digital assets to the best of the photographer's, videographer's, retoucher's, fashion stylist, hair stylist, make-up artist, creative director, art director or events producer ability.

28.2. Frame Perfect will endeavour to interpret the client's brief which must be supplied written in email format no later than three (3) days prior to any image or video creation production date.

28.3. Where any instructions as to the preference of image, video or event creation are not supplied by the client, FP will maintain a "standard e-com level" of image, video or event creation. At this level, clients can expect the following: Elinchrom professional studio lighting systems, Canon digital DSLR Canon or Sony Video Systems Capture One Pro software In the event the client's product or talent supplied is not in a condition acceptable for image creation based on the client brief requirements the client agrees to pay a surcharge to cover the cost of styling/ manipulating the clients' product/ model to its expected condition. This includes but is not restricted to:

28.4. Product - Model - Shape - Hair - Colour - Skin/ tattoo - Cleanliness - Makeup - Design - Physical condition - Details - Body shape - Health/ vitality level. Frame Perfect will endeavour to match imagery from previous photography/ videography or examples supplied by the client within the constraints of the above clause. The client agrees to pay the cost of any specific lighting or digital equipment required above the "standard e-Com level".

### **DIGITAL CONTENT APPROVAL**

29. 29.1. At their discretion, FP agrees to undertake the creation of a Client style guide for both photography, videography and post-production or retouching in order to expedite all production workflow processes and for the assumption of client approval across bulk content creation up to but not including final client approval and sign off of the digital assets. In lieu of a complete Client style guide for photography, videography or retouching; FP shall take the previously approved assignment as the base for the continuation of work for the Client.

29.2. In lieu of a complete Client style guide for photography, video or retouching; FP shall take the previous Client approved assignment as the base for the continuation of work for the Client.

29.3. The client agrees to undertake responsibility for the final approval of any digital content supplied by FP with enough reasonable time to allow for amends of said digital content.

29.4. Frame Perfect Ltd reserves the right to utilise any employee or freelancer of their choice to produce digital assets for any Client.

29.5. Should any client wish to work with any particular employee of Frame Perfect Ltd they shall inform Frame Perfect Ltd prior during estimation stage. In this instance, Frame Perfect Ltd reserves the right to apply clause 27.4.

29.6. Any production attended by the Client or their representative shall be taken by Frame Perfect Ltd as fully approved.

29.7. Frame Perfect Ltd will endeavour to the best of its ability to interpret the Clients brief requirements. Any specific instructions regarding any production must be made clear and in written form prior to the production day.

29.8. The client agrees to review their digital assets at the earliest opportunity when requested by any FP digital content creator at any stage of the client's production.

29.9. The client agrees that any FP digital content creator may request verbal approval from the client or their representative during any production.

29.10. The client agrees that any verbal approval from the client or their representative shall be taken as full approval and acceptance by the FP digital content creator and that the client has a full understanding and acceptance of the final content asset to be supplied in line with the approval request.

29.11. Where the client or their representative is not present during any production, Frame Perfect Ltd will endeavour to the best of its ability to communicate any digital assets for approval purposes during any production. The Client must take no longer than fifteen (15) minutes to respond and agree that if the response time is greater than fifteen (15) minutes the digital asset communication approval shall be granted automatically to Frame Perfect Ltd.

29.12. The client agrees any digital asset deemed unusable by the client and subsequently requires reshooting where FP is not at fault, the client will cover the full cost of reshooting said image/s. Non-FP fault includes but is not restricted to: 29.13-29.14;

29.13.a. When the client or their representative are present: Poor quality product, incorrect product shot with client oversight, change of any client preference in regards to preference of product, product combination or talent or both, failure of talent performance or attendance, client failure to identify and communicate any fault with any product, failure to communicate any preference in regards to any product regardless of precedent of production for a said client, failure to feedback changes in preferences in regards to image composition, lighting or backgrounds to FP in such a way as to prevent the photoshoot, video shoot or event proceeding in a timely manner.

29.14.b. When the client or their representative is not present: poor quality product, failure to notify of any change of any preference of product selection or talent to be shot, sending product unfit for photography or videography, failure to send any product in time for any production, failure to feedback preferences to FP in such a way as to prevent the photoshoot or video shoot or event proceeding in a timely manner, failure to communicate any preference or changes in preferences in regards to image composition, lighting or backgrounds to any productions including the nature of any given shoot or event regardless of precedent of production for a said client, failure of client-booked talent performance or attendance.



## **MATERIAL APPROVAL**

30.1. The client agrees that by choosing to use any service of FP the client understands and trusts that the definition and judgement of the standard of quality of a finished image, video, event or any other material, in line with the estimated cost, remains the sole preserve and jurisdiction of FP which shall be reasonable and aligned to the usage requirements stated on the estimate.

30.2. The client shall not be entitled to reject any visual content on the basis of differences of subjective opinion.

30.3. The client agrees that any verbal communication from the client or their representative during any production in regards to visual production, image lighting, background and composition may be taken as a direct instruction of change of brief.

30.4. The client agrees that should the client attempt to reject any of the produced content supplied by FP due to a difference of opinion, FP reserves the right to invoice the client in full at the agreed estimated costs.

30.5. The client agrees that claiming ignorance of the level of work involved is not a reasonable cause to withhold payment.

30.6. The client agrees that claiming expectations beyond a standard deemed unreasonable by FP is not sufficient to cause withholding payment.

30.7. The client acknowledges that the cost calculated by FP in estimates is pertinent only to the working practices of FP relative to the client brief.

30.8. The client agrees not to make reference to fee costs for similar services supplied by any other company as a due reason to attempt to re-negotiate or withhold payment for fees or costs agreed with FP.

30.9. The client acknowledges that it is not standard procedure for FP to release raw data that has not passed through FP post-production. The client agrees that should the client or its representative wish to undertake retouch or post-production of any visual content produced by FP outside the services of FP that this shall not affect the agreed estimate.

30.10. The client acknowledges that FP does not supply raw or layered-retouched files or partially edited moving-image.

## **COLOUR MATCHING**

30.11. Frame Perfect LTD agrees to undertake colour matching of a real-world product when being transferred to a digital medium. Colour analysis may be undertaken at the shoot or retouch stage. The criteria of colour matching shall be either:

a./ Photographically grey balanced to neutralise all colours in a daylight workspace using a professional grade white balance card. Any discrepancies caused by the digital medium misreading a colour the photographer or videographer may make adjustments during the shooting process.

b./ Judgement by eye comparing the client's product under daylight-balanced light to the digital image presented on a calibrated computer screen during the retouching process. The client agrees not to request colour-matching amends unless the client has also used the criteria b technique to judge the product colour. The client agrees to pay for the cost of a colour-matching retoucher to be

present during the duration of their production if necessitated by the complexity of the client's product which shall be reasonable.

### **RETOUCH / POST PRODUCTION**

31.1. Where the client has provided specific guidelines, FP will endeavour to meet the criteria in a timely manner. Clients requiring retouch/post-production above a "standard e-Com level, fashion editorial, fashion film or event" can expect that more time must be taken to meet the criteria. FP defines the "standard e-Com level" of retouch/post-production as follows:

#### **STILLS:**

Software:

- Adobe Photoshop CS Product:
- A light clean-up of the client's product where necessary.
- Product pathed and placed onto separate backgrounds when required.
- A small amount of re-shaping of clients' products.
- A basic colour correction where a digital medium has reacted to a "false" colour.

#### **Talent:**

- Alpha channel and placement onto a standardised background with true shadow brushed through.
- Light skin clean up of blemishes, cuts, spots and small scars.
- Light removal of facial and body hair where reasonable.
- Talents images for placement on clients' e-Commerce platforms shall be supplied with an agreed standardised area of padding space around the talent.
- The client acknowledges variety in the talent's physical shape and size will affect the placement of the talent within the padding window.
- It is standard procedure for FP to align talent images across the talent's eye level and hemline of the comparative garment.
- Talent's silhouette shape falling outside the client's standardised padding window may require resizing e.g. talents with: a very high top hairline, very wide shoulders, and much shorter in stature to the standard client talent preference.

#### **Examples of work above the standard level include but are not restricted to:**

- Colour matching to pre-existing non-FP photography/ videography.
- The colour shifting of images outside the field of the product colour range.
- Colour shifting multiple elements of a single product.
- Cleaning an unreasonable amount of unremovable dirt, scuffing or damage to a physical product.
- Retouching beyond 100% pixel depth.

- Reshaping or warping a product or talent to a level that does not reflect the true shape or nature of the product or talent.

- Removing large tattoos, heavy body or facial hair.

- Clean up of the background.

- Placement of multiple items/ elements to create a composite image.

- Generation of digital reflections in reflective products. FP will endeavour to price as accurately as possible for retouching/post-production. In some cases, it is necessary to review the price offered to the client due to the nature of the client's products. In the event, the product reacts to the production or post-production in an unexpected/ unpredictable way, FP will inform the client of the need for further retouching work required. In the event further retouch/post-production is required due to the nature of the client's product or talent, the client agrees to cover reasonable costs for additional retouch/post-production work as per the above clause and to include but not restricted to the following:

### **RETOUCH AMENDS**

31.1.2. - The client shall expect a minimum of 1 round of retouch amends per digital asset in order to check and approve or request amends. All and any individual image concerns must be raised in the round 1 amends stage.

- Any allowance for any subsequent amends (round 2 amends) must be stated in the final estimate.

- Round 2 amends must be in direct relation to the enhancement of a previous (round 1) retouch amends.

Round 2 amends are not to be used as an opportunity to raise new or additional retouch requests that are unrelated to the round 1 amend request/s.

- Retouch amends requested at the round 2 stages which are unrelated to round 1 requests will be deemed billable at an agreed rate which shall be reasonable.

- The Client acknowledges that round 2 amends which are additional and unrelated to round 1 amends will adversely impact the final delivery time of the digital asset.

### **Image Supply: The standard FP file supply format is as follows:**

Stills: - Jpeg in Adobe 1998 colour space at maximum pixel dimensions from the camera

- Adobe RGB or sRGB

Video: - Raw or MP4 format

Product - Shape - Colour - Cleanliness - Design - Details talent - talent skin - talent hair - talent body shape Retouch - Multiple clean up of backgrounds - Multiple changes of background padding around product or model - Change in requests to templating of product or talent shape/size - Additional shadows generated other than those created from lighting on the photoshoot - Repeated adjustments to set templates for website image delivery.

**GENERAL**

32. 32.1. Waiver: No delay or omission by a party in exercising any right or remedy under these Terms shall operate to impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right or remedy shall not preclude any further exercise or the exercise of any other right or remedy.

32.2. Assignment/Sub-contracting: Neither party shall be entitled to assign, transfer, delegate or sub-contract the whole or any part of its rights and obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

32.3. Notices: Any notice under these Terms shall be duly given if: (a) delivered personally; or (b) sent by prepaid post, in which case it shall be deemed to have been received forty-eight (48) hours after posting; or (c) sent by fax, in which case it shall be deemed to have been received when transmitted.

32.4. Entire Agreement and Variation: These Terms and the Estimate constitute the entire agreement between the parties with respect to their subject matter.

32.5. Severability: If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the Terms and the remainder shall continue to be valid and enforceable to the fullest extent permitted by law.

32.6. Relationship: Nothing in these Terms shall be construed so as to give rise to any agency, joint venture, partnership or relationship of employer and employee between the parties.

32.7. Third Party Rights: The provisions of these Terms are for the benefit of the parties and are not intended to confer upon any person except the parties any rights or remedies hereunder. No person who is not a party to these Terms shall have any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

32.8. Law and Jurisdiction: These Terms are governed by the laws of England & Wales and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England & Wales.

32.9. FP reserves the right to stop work on any shoot, image or production at any time for any reason without notice whereby FP will communicate to the client the cause of the cessation of work at the earliest possible opportunity.

32.10. In the event Frame Perfect Ltd (FP) cease work for the reason that the clients states they are unable to pay any sums due or breach the terms of this document during any production for the client, the client agrees to pay FP in full for the work undertaken by FP including all expenses incurred to the date of the cessation of work. FP will supply the client with the assigned work to the date of cessation providing that the client pay FP in full.

32.11. By using any service provided by FP the client they have read, understood and is committed to the terms and conditions set out in this document.

Client

Signature.....

Date:.....

Frame Perfect LTD

Signature.....

Date:.....