

The Film Farmers Ltd Standard Terms and Conditions

The below outlines our standard terms and conditions for all video production contracts.

Payment

- All invoices to be paid within 30 days of completion of project via bank transfer or credit card
- 50% of the project fee total is required upfront for new clients
- Overdue payments will incur a daily statutory interest fee of 8%
- Credit card payment will incur a 3% handling fee

Expenses

- Client is responsible for all expenses incurred by crewmembers and myself during all stages of production.
- Expenses include but not exclusively: transport, food, accommodation, equipment hire, communication costs and media.

Contracts & Copyright

- The Client's requirements must be clearly provided to The Film Farmers Ltd in writing before commencement of any work. Any subsequent changes must also be provided in writing and then approved by The Film Farmers
- Changes outside the agreed scope may incur additional charges
- E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes as long as it is acknowledged with a response.
- The Film Farmers Ltd and its employees will not commence work on any project until a signed purchase order is received or the Client has provided an equivalent signed document
- Unless otherwise agreed in advance, The Film Farmers Ltd retains sole copyright to all original material, inclusive of video, graphics and audio recordings
- The Film Farmers Ltd will only publicly release a video programme once the Client approves all content as complete and satisfactory and confirms this in writing.
- Any contract requiring The Film Farmers Ltd to work to specific deadlines provided within the written agreement will be deemed to include the proviso that the Client will make themselves reasonably available to communicate with all parties. If The Film Farmers Ltd deem them not to have been so then they cannot be held responsible if agreed deadlines are missed
- In relation to the above, please be aware that our office hours are 09:30am - 5:30pm

Edits & Deliverables

- Edit days and allocated rounds of amends for the Client must be agreed in advance of production commencing
- Unless otherwise agreed in advance, the Client is entitled to two rounds of amends before the final video is delivered
- Technical errors will be corrected free of charge. Additional client requested changes to their video will be chargeable
- A charge will be made to correct any errors reported after the final copy is approved, signed off and supplied.
- Any claims must be made in writing to The Film Farmers 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.

Music

- Music should be chosen & purchased by the Client in advance of editing
- If no music choice is given The Film Farmers Ltd will select a preview track from a music library and use this in the edit
- The Client will be charged for the purchase of the music track
- A charge will be made for subsequent music changes
- There is a license fee for the use of commercial music which the Client is responsible for paying
- If the Client opts not to pay this fee then they accept responsibility for the payment and clearance of music used and absolve The Film Farmers Ltd & their affiliates from breaking any copyright laws.

Permissions, Licenses & Copyright

- The Client must obtain permission to video at requested locations and is responsible for any fees charged by such authorities
- Unless agreed in advance, The Film Farmers Ltd retains joint copyright with the Client to the final delivered films. All original media belongs solely to The Film Farmers Ltd unless agreed otherwise in advance of the project commencing

Cancellations

- A Client may terminate the contract at any time by written notice of termination.
- When a Client terminates the contract within 4 weeks of work commencing, they will remain liable to pay in full for all pre-production work undertaken and in progress by The Film Farmers and their affiliates.
- Cancellations with less than 48 hours notice will require full payment of the shooting portion of the agreed budget

- The Client accepts that production deposits are non-refundable

Liability, Health & Safety

- No liability is accepted for failure of performance due to circumstances beyond The Film Farmers Ltd control.
- The above liability includes (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract.
- The Film Farmers Ltd will back up the Client's project and all its media to our cloud storage provider which we will store indefinitely. Should we need to delete this material, we will consult you first to check whether you would like to have a copy yourself.

Warranties and Liability

- The Film Farmers Ltd shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by you to us or instructions supplied by you that are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of yours.
- Except in respect of death or personal injury our entire liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement between us shall not exceed either the amount of the price payable by you in respect of the services, goods and/or materials we supply to you or in respect of a valid claim the amount claimable under the terms of the appropriate insurance policy we hold.
- You agree to indemnify and hold us harmless for all liability, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by me.
- Any claim that you may have against us must be notified to me in writing within one month of the claim arising.

Applicable Law

- These Terms and Conditions are governed by the laws of England and Wales and will be interpreted in accordance with the English courts. The English courts shall have exclusive jurisdiction to settle any claim or dispute which might arise out of or in connection with these terms and conditions.