

Terms and Conditions for digital video production

Definitions:

“Client” means the person, persons, firm or company that has ordered the project from MindCraft.

“Contract” means the contract between MindCraft and the client for the project incorporating these conditions.

“Project” means the project agreed in the contract to be supplied by MindCraft to the client.

“MindCraft” means MindCraft Limited (company number 03271871) having its registered office at 4th floor imperial house 15 Kingsway London WC2B 6UN.

The contract will be on these conditions to the exclusion of all other terms and conditions (including terms and conditions which the client purports to apply to any order, confirmation of order, specification or other document.

No order placed by the client shall be deemed to be accepted until a written acknowledgement of order has been issued by MindCraft or (if earlier) the project or any part of it is delivered to the client.

Any quotation is given by MindCraft is valid for 60 days from its date or until the date specified on the quotation, provided that MindCraft has not previously withdrawn it.

MindCraft shall have no liability to the client for any failure to deliver the project or any delay in doing so that is caused by an event or circumstances beyond its control including without limitation strikes, lockouts and other industrial disputes breakdown of systems or network access flood fire explosion or accident.

If any of these conditions (or any part of these conditions) is unenforceable (including any provision in which MindCraft excludes its liability to the client) the enforceability of the remaining conditions (or any part of the remaining conditions) will not be affected.

The provisions of the contracts (rights of third parties) act 1999 shall not apply to this contract.

The agreement between MindCraft and the client shall be governed by the laws of England and the English courts shall have jurisdiction to resolve any disputes between MindCraft and the client.

Project agreement

The project will be discussed in advance and a brief and estimated costs produced in line with our clients' requirements. Under no circumstances are clients permitted to approach MindCraft representatives, sub-contractors or employees directly to discuss payment terms, rates or work outside MindCraft without the express written permission of MindCraft Ltd.

All quotes include an initial discussion free of charge. When initial discussions have been concluded and the project brief has been approved by the client pre-production planning and preparation of a script where required can then proceed.

Should subsequent face to face meetings become necessary they may be subject to charge at a rate to be agreed.

Scripts and briefs will be agreed in electronic format or on the telephone.

Provisional filming dates will then be scheduled. All quotations include two script drafts.

It is assumed all filming is on a single stated location unless otherwise agreed or stated in the brief.

The number of anticipated filming days for each project will be agreed in all quotes. Further fees may be charged for extra filming days. It is possible some filming days may be unavoidably rescheduled due to weather conditions. Extra days filming will only be charged at the full rate if the crew has not left base on the scheduled filming day.

All quotes include interviews with up to three subjects per day unless otherwise agreed.

Should MindCraft advise that extra bespoke equipment should be brought in to meet the filming environment the costs will be agreed in advance with the client.

Fees will be charged for voiceovers if clients have particular requests.

Photographs, logos for basic animation and graphics are to be provided electronically by the client unless otherwise agreed. Further fees may be incurred for the generation of bespoke graphics or animations in some packages.

All quotes assume MindCraft will provide a cut version of the video package which may be subject to a single set of amendments and re-edits. If these changes are not advised due to clients' circumstances within two weeks of the submission of the first draft, MindCraft reserves the right to invoice for payment under its usual payment terms for the project to that point.

A second set of further editing will be subject to further charge at an hourly rate to be specified. Packages are cut to approximate length as discussed in advance of the quote. All packages will be supplied in a digital format suitable for upload to the internet.

All quotes include a DVD and free upload to YouTube.com. Further DVDs are available by arrangement.

Any music required will be royalty free unless otherwise specified by and agreed with the client.

External stock footage will be bought in as deemed necessary by the client and charged for in addition to the quoted fee.

Payment terms

All fees are subject to VAT at the standard rate at the time of invoicing.

We will ask for a deposit of 20% for all projects at estimated value over £3000 including VAT.

All invoices are payable strictly within 30 days of date of the invoice.

We will also charge an administration fee of £10 on each invoice paid late.

Travelling & expenses

All quotes include mileage costs for the first 100 miles. Reasonable travel expenses may be charged after agreement with the client. Standard mileage rates are charged at 44p per mile from base to location unless otherwise agreed with the client. The most appropriate and cost effective method of transport will always be used and crew will share vehicles where practical and possible.

Where overnight accommodation is required this will be discussed and agreed with the client in advance.

Any other agreed necessary expenses including overnight accommodation and subsistence will be recharged at cost.

Copyright

Ownership of the copyright is dictated by the Copyright, Designs and Patents Act 1988. License for use of the video by the client is granted in line with separate agreement with the client.