

Studio RTR Video Production Terms and Conditions

1) Introduction

A contract is formed between a customer (referred to as the "Customer") and Studio RTR Ltd (referred to as the "Company") when an Order is received from the Customer. An Order may be in written, verbal or electronic form. The Product or Service shall mean any product or service that is provided by the Company to the Customer. These conditions do not affect your statutory rights.

2) Supply

The Company agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.

3) Rights Reserved

Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing the Company with an Order, the Customer accepts these terms and conditions.

4) Payment

The Company shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied, the payment terms for which will be stipulated on the invoice. The Company reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Lloyds Bank base rate ruling on the date payment is due. Title in the goods or services shall remain with the Company until full payment has been received, unless otherwise stipulated in the Order.

5) All prices exclude VAT which will be charged at the standard rate of 20%

6) A 30% deposit is required before work commences for productions less than £5,000 50% for productions over £5,000 unless agreed upon by an RTR producer. (This is not applicable to Broughton Commissions)

7) Any contract requiring Studio RTR 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 Studio RTR Ltd, its servants or agents, as necessary.

8) Studio RTR 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 libellous, defamatory or illegal.

9) Studio RTR Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing the content is correct and accurate and should be posted, published or broadcast.

10) Health & Safety

The Company and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

11) Creative Brief

Unless otherwise agreed, the Customer accepts the Company's decisions on creativity within the product(s) or service(s).

12) Booking Fee/Cancellation

Monies paid by the Customer to reserve the product(s) or service(s) of the Company will be accepted as a Deposit Fee. If the Customer cancels the order less than 8-weeks prior to the Company supplying the product(s) or service(s), the Customer will be liable for the whole invoice value less any Deposit Fee already paid. If the Customer cancels their Order more than 8-weeks prior to the Company supplying the product(s) or service(s), they shall forfeit the Deposit Fee.

13) Liability

The Company accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of the Company being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.

14) Copyright

Unless otherwise stated in the Order, the Company retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to the Company to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Company retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. The Customer agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Customer.

15) Rushes/Dailies, The producer is under no obligation to hand over original raw content or rushes in their entirety on completion of any project, original material/rushes remain the property of the production company as stated in section 14. If deemed appropriate and at the discretion of the producer this may be waived incurring additional costs to the client in the form of a transfer fee covering hardware storage, duplication costs and transcoding of the original content.

16) Whilst we hold original material for as long as possible, Studio RTR Ltd will not be held liable for the loss of original content or project masters 12 months after completion and delivery of the said original project. If duplicates of the original material are passed to the client at the end of production completion Studio RTR Ltd is not liable and will not be held responsible for any loss of material/content from the date of content handover.

17) Studio RTR will not be held liable for any hosting links associated with the Studio RTR Ltd Vimeo account. No hosting in any form is included in the production fee. Clients are advised to utilise their own Vimeo or YouTube account and not be reliant on Studio RTR hosting. We retain the right to delete any video project from our Vimeo account without notice.

18) Additional charges will be applicable for post-production iterations exceeding the above-mentioned scope. The charges will be informed before proceeding with the changes.

19) E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

20) Any claims must be made in writing to Studio RTR Ltd. within 7 days of receipt of production master or online delivery. If no claim is made within this period, the client is deemed to have accepted the goods at the agreed price.

21) Data Protection

The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection.

23) Complaints Procedure

In the unlikely event of a dispute over the supply of product(s) or service(s), the Customer and Company agreed to accept the findings of the Institute of Videography's Arbitration Office. Any disputes must be notified within 28-days of the Customer receiving the product(s) or service(s).

24) Care and Damage to client property

Whilst every care is taken in the handling of the Customer's property, the Company accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of the Company. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

25) Right of Assignment

The Company retains the right to assign the supply of the product(s) or service(s) to the Customer to another suitable company should they be unable to complete these terms and conditions.

26) Expenses

The Company retains the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) – subject to being able to provide the Customer with proof of expenditure. All out-of-pocket expenses will be charged at cost.

27) Confidentiality

Unless otherwise agreed the Company will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by the Company to supply of the product(s) or service(s).

28) Basis of law

These Terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom.

ENDS

For further information about these video production terms and conditions please contact:
Studio RTR Ltd, Nesfield House, Ground Floor, Broughton Hall Business Park, Broughton, Skipton
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