

'AUDIO VISUAL LAB' 2019 BUSINESS TERMS AND CONDITIONS *(THE SUPER BORING STUFF)*

If you're looking for something fun to do, you're in the wrong place. Why not ride a bike or go to the beach? – much more fun 🏖️

1) PAYMENT

1.1 Any invoices that are not paid within 30 days of the date of invoice will incur a penalty fee of 5% of the outstanding balance per week.

1.2 We may ask to charge a 50% fee upfront once the project has been approved. The remaining balance will be submitted upon completion and final sign off.

2) RATES & TIMES

2.1 We tend to charge by the day. Occasionally we charge by the hour. If charging daily, we will break our time down into half or quarter days. Overtime or any additional out of contract amendments will be charged hourly.

2.2 A full day of editing, filming, animation or pre-production refers to work carried out by our core team. Any additional members of crew required will be outlined as additional costs and subject to an admin fee or prep time.

2.3 One full day of **filming** refers to 8 hours of work carried out on location. Travel time base-to-base from our Reservoir Hills (Durban) Office is included in the working day. Effectively, the work starts and ends when we leave and arrive back in our office. Travel fees will be introduced when travel time exceeds 90 minutes for a single journey. Half a day of filming denotes >4 hours work away from our office. Work that exceeds this will be categorised as 1 full day.

2.4 A full day of **editing** refers to 7 hours of work. Out-of-office or on-location editing is offered at a 1.5x equivalent. Expedited editing is also offered at a tailored rate, bespoke to the individual, client or project. We will break edit days into quarters.

2.5 We may work across a number of days with fragmented hours to form 'one full day'. All time will be tracked and logged.

2.6 Each project is priced depending on a number of variables, including: the intensity of the shoot and pressure or responsibility of the work. Such work, where the crew are on their feet all day, with minimal breaks, late nights / early starts or very high-pressured

work is priced at our higher day rate. Pricing is based on our competition rates and takes into account industry standard fees. Overheads such as office space, software subscription, equipment maintenance and upkeep are factors used to determine our current rates.

2.7 We are within our right to increase / decrease our rates at any time but will not make pricing modifications during the course of an ongoing project.

2.8 Any preparation time or meetings are subject to be charged at our daily pre-production rate.

2.9 For Charity work we are happy to offer a 10% reduction to our fee where applicable.

3) CANCELLATION & POSTPONEMENT

3.1 **WHOLE PROJECT:** If the Client cancels a project after agreeing to our costing proposal and entering into a contract with us, the Client will be subject to a cancellation fee due to loss of work. If the project is postponed, and we've booked in time aside to work, the same fee may still apply.

3.2 **FILMING:** If the Client cancels a booking after agreeing to the costing proposal, the Client may be subject to pay a cancellation fee of up to 75%. If a shoot is cancelled on the day or we are already on location, we will charge a 90% cancellation fee. If we are required to cancel an external freelancer booking (i.e. a camera operator), there may be an additional cancellation charge. All incurred costs & expenses due to cancellation will also be chargeable to the client.

3.3 **EDITING:** If the Client cancels or postpones a project after editing has begun, the Client will be subject to pay for all work carried out until that point. The Client is subject to pay for loss of work for any dates or time we have set aside.

3.4 If poor weather prevents a shoot, we will do our best to reschedule as soon as possible. If we don't feel it is appropriate to shoot due to poor weather, we reserve the right to postpone. In the event that weather prevents our team from attending a shoot, the Client will not be liable to pay the agreed fee. If the team are in place and able to work, but the Client cancels the shoot, the Client will be liable.

3.5 In the event of a 'force majeure' where we are prevented from working, we are not liable for any breach in contract. Such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, war or acts or threats of terrorism.

3.6 Our shoot and edit time is non-refundable.

4) EXPENSES & EXTRA COSTS

4.1 General expenses incurred during the project, such as travel, accommodation, food and prop expenses shall be paid for by the Client. If expenses are likely to be significant, we may require the Client to pay the full amount of the expected expense in advance.

4.2 Meals of a reasonable value away from our usual workplace are included.

4.3 Travel mileage is charged at a fixed flat rate of R3.50 per kilometre, per vehicle.

4.4 Digital expenses such as music licensing and stock video may be subject to a 20% admin fee.

4.5 Hired in equipment will be charged to the client. The equipment that we own in-house comes included in all our pricing structures as standard. If additional specialist equipment is required and isn't an item that we own already, we will hire this in from a provider of our choice.

4.6 Where extra expenses are incurred, either as a result of alterations to the original Brief or otherwise at the Client's request, we expect the Client to cover these expenses.

5) OWNERSHIP & USE OF MATERIALS

5.1 Audio Visual Lab is under no obligation to provide raw files, assets, stems or rushes to any client without prior agreement under special circumstances.

5.2 All content created or produced by Audio Visual Lab is owned solely by Audio Visual Lab. The final product(s) is exclusively licensed to the Client for global, perpetual use upon final payment.

5.3 We will not provide footage to any third party without written consent from the primary client we are in contract with.

5.4 An admin fee may be charged if assets are required after the project has been signed off.

5.5 We reserve the right to use any completed video and original footage obtained during the project for our own promotions. (Including online portfolio, online marketing, showreel and promotion via social media platforms etc.) unless otherwise stated by the client.

5.6 Content created for a specific project cannot be used in any other project or future content without specific agreement.

5.7 Once work is signed off, we will always endeavour to maintain a master copy of all production files and videos, however, cannot be held responsible for any damage to such files. It is, therefore, the responsibility of the Client to safely store finalised products after the date of completion.

5.8 Any Client logo that has been animated by Audio Visual Lab should not be re-created or re-used without permission in external projects.

+ WHY WE DON'T PROVIDE RAWs

6) AMENDMENTS

6.1 Unless specified otherwise, all clients are entitled to one round of reasonable amendments per video free of charge.

6.2 These changes must be submitted all at once and deemed reasonable by Audio Visual Lab. Any major changes (e.g structural, core messaging, musical changes, length, brief alteration) are **not** included in this allowance.

6.3 Changes which require more than a 33% increase or decrease in video length is classed as a structural change and will require significant and additional work outside of the agreed allowance.

6.4 'One round' refers to any given number of reasonable changes as requested by the Client but is therefore capped at 2 hours of additional work. Changes or amendments that require more than 2 hours of additional work will be charged at our standard hourly rate of R750.

6.5 Once the client has acknowledged and accepted completion of any project, any amendments or changes thereafter will be charged at the standard rate of R750/hour. This includes investigations, email correspondence, video exports, uploads and internal data transfers.

6.6 We have a one-hour minimum term of work for changes outside of the contract.

7) CREATIVE BRIEF & REJECTION

7.1 Key deliverables must be agreed in writing before the start of any project.

7.2 If the objectives or intended outcomes change during the course of the work, it is the Clients responsibility to accept the change in brief if we identify it.

7.3 Audio Visual Lab withhold the right to alter the original pricing at any point if the brief is verbally or non-verbally altered.

7.4 All work is completed to a standard deemed suitable by Audio Visual Lab. If the Client wishes to make changes outside of our creative recommendations, we can no longer guarantee that the video(s) serves it's original purpose and meets it's brief.

8) PERMISSIONS & RELEASES

8.1 If a talent, actor or other individual featured in the production are under the age of

18 it is the Client's responsibility to obtain permission to include them in the video, making them aware that they may also feature in our portfolio of work and our publicity materials. We will happily support you with this in detail.

8.2 It is our recommendation that you supply and obtain release forms from any identifiable participants to ensure protection against defamation claims. We will happily support you with this in detail.

8.3 In the event that an individual makes a claim against a video, with or without a release agreement, The Visuals Team will not be held responsible for any damages or editing costs incurred.

8.4 For event filming, we advise that the Client warns all attendees of the production using the following notice.

"FILMING NOTICE: Today's event is being filmed. If you do not wish to be on camera, please make yourself known to a member of the production team."

9) CREDIT

9.1 Where applicable, Audio Visual Lab request credit on all platforms. Please quote the following:

"Video Produced by: Audio Visual Lab | audiovisuallab.co.za"

9.2 We are proud of the work we produce, and we are withholding the right to include a discreet production credit at the end of any video eg. "Produced by Audio Visual Lab" unless specified otherwise by the Client.

9.3 We may want to use hyperlinked client logos on our website. Please let us know if you'd prefer that we didn't do this.

10) MISCELLANEOUS

10.1 If you are hosting us, we don't ask for much on a shoot. We do usually require a secure and dry space of approx. 2 x 3 meters for our equipment to be stored. A mains 12V power supply and a table may also be required.

10.2 In the event that the Client is supplying the talent, actors, product, props or other individuals used in the production, it is the sole responsibility of the Client to ensure that they are well prepared and suitable for the camera. Audio Visual Lab will endeavour to support, guide and mentor the on-screen talent, actor or individual involved but will not be held responsible if said individual or product is ill-prepared or unsuitable for the camera.

11) CONTRACT

11.1 By verbally or non-verbally agreeing to a costing/project proposal and opening into

contract with us, the Client is, therefore, agreeing to all the above Terms and Conditions on behalf of their department or company. This is a perpetual contract for all future work carried out unless otherwise specified.
