

Terms and Conditions - Butterflies Media

1. Definitions

In these Terms the following words have the following meanings:

"The Client" means the person, firm, company or organisation who instructs Butterflies Media to produce the Video.

"The Contract" means the terms and conditions set out in this document and promotional materials.

"Client Material" means material provided by the Client for Butterflies Media to use in the production of the Video.

"The Video" means the product agreed in the Contract to be delivered to the Client by Butterflies Media

2. Compensation and Term

In return for the payment agreed overleaf the contractor will perform the services detailed thereunder - that is, the recording, using digital video equipment, of a stage show or other live performance event. In so doing, Butterflies Media will endeavour to produce work that satisfies the Client's brief as fully as possible. However, the Client also acknowledges that by engaging the services of Butterflies Media they are engaging artists to visually (or otherwise) interpret the supplied brief.

3. Schedule

In accordance with the supplied promotional material and discussions held, Butterflies Media hereby agrees, subject to the terms hereof, to perform all the following pre-production, production and post production services necessary to complete and deliver the Video:

3.1 Pre-production services

- consultation and discussion of brief with Client including agreement of suitable time and date for recording to take place
- pre-production planning including, where possible, appraisal of venue

3.2 Production services

- supply, provision and application of technical knowledge and expertise necessary to produce the Video
- preparation and production of artwork, unless otherwise agreed to be supplied by Client
- the supply, provision and application of all above and below the line pre-production and production materials, services, equipment, and all other elements and personnel necessary to produce the Video, including, without limitation, all necessary audio visual equipment and production personnel
- the preparation and production of background music, unless otherwise agreed to be supplied by Client
- the engagement of crew, studio and other necessary facilities and services required for the production of the Video

3.3 Post-production services

- post-production including capturing, editing, graphics, titles, chapters, menu, DVD authoring, duplication, printing and packaging
- delivery of the Video to Client within approximately 14 days from final day of production shoot, unless otherwise specified in writing or e-mail, or delayed by amendments, or late supply of Client Materials or other circumstances beyond the control of Butterflies Media.

4. Payment of fees

- The Client shall be solely responsible for the payment of the Video as set out in the Booking Form.
- Subject to the terms and conditions of this Contract as full and final compensation for the Services, the Client shall pay to Butterflies Media an amount equal to the DVD Price stated on the Booking Form for each copy of the Video.
- The Client shall consent to a minimum sales agreement as set out on the Booking Form.
- Payment should be sent to Butterflies Media before post-production services may begin, and no later than 7 days from the final day of production shoot.
- The Client may request extra copies by way of writing, telephoning or e-mailing Butterflies Media. At the discretion of Butterflies Media, the cost of extra copies may include a postage and packing charge.
- If the Client, or the Client's venue, is involved in cancelling our services, a cancellation charge equal to £75.00 sterling will be invoiced to the Client by Butterflies Media. If Butterflies Media is directly responsible for cancelling the filming of the performance, a full refund will be given.
- In some cases, Butterflies Media will issue an invoice for payment. In order for Butterflies Media to remain in business, payments must be made promptly. If payment is not received within 30 days of the invoice date, Butterflies Media will automatically charge interest at a rate of 5% per month, which will be added to the customer's account.
- Butterflies Media reserves the right to withhold the final production and/or items produced until final payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by that process.
- All payments will be made in UK funds.

5. Completion Time

Butterflies Media and the Client must work together to complete the recording project in a timely manner. Butterflies Media agree to work expeditiously to complete the Video within the detailed time period. However, Butterflies Media will not be held responsible for delays resulting from the Client's failure to supply material and/or payment within a reasonable time period or difficulties presented as a result of the Client or Client's venue being insufficiently prepared for Butterflies Media to supply its service. Butterflies Media will not commence work on any project until a signed Booking Form or equivalent signed document has been provided by the Client. Any contract requiring Butterflies Media to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the Client will make themselves reasonably available to communicate with Butterflies Media, its servants or agents, as necessary.

6. Liability

After delivery of the completed Video work, the Client shall be wholly responsible for any and all errors or mistakes that appear in the final product, providing the final product is a true recording of the stage production. The Client also understands that differences in video and other A/V technologies makes it impossible in some cases to produce a product that works across all playback equipment. It is the responsibility of the Client to satisfy themselves that they understand and accept the equipment and formats used by Butterflies Media for recording, and to satisfy themselves that the work to be produced is of sufficient quality and in a suitable format for their uses. Butterflies Media will offer all possible assistance and advice to the Client to ensure that this is possible. The Client acknowledge that Butterflies Media is in no way responsible nor liable for any damages or errors that may be caused through playback of the supplied product. In addition, although Butterflies Media will work expeditiously to minimise disruption to the performance, it can in no way be held responsible for any complaints or such disruption that may result from their presence at the performance. Butterflies Media will also not be held responsible for any lawsuits or claims arising as a result of the recording or exhibition of the Video in any form.

Butterflies Media shall be under no liability if unable to carry out any provision of the Contract for any reason beyond its control including (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. During the continuance of such a contingency the Client may, by written notice to Butterflies Media, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

7. Warranties by Butterflies Media

Butterflies Media represents and warrants to the Client that it has the experience and ability to perform the services required by this agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this agreement; and that its performance shall not infringe upon or violate the rights of any third party or violate any national or local laws. However, the Client will not determine or exercise control as to general procedures or formats necessary to have these services meet the Client's satisfaction.

Any claims must be made in writing to Butterflies Media within 14 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.

The contracts for all materials, goods or services provided by Butterflies Media are made under the laws of England and Wales and any dispute shall be resolved through the courts of England and Wales and no other country or territory.

8. Insurance

Butterflies Media has public liability insurance to a total of £3,000,000. The Client shall take responsibility in ensuring that this meets the requirements of the performance venue.

9. Independent Contractor

Butterflies Media acknowledges that the services rendered under this agreement shall be solely as an independent contractor. Butterflies Media shall not enter into any unauthorised contract or commitment on behalf of the Client. Butterflies Media further acknowledges that it is not considered an affiliate of subsidiary of the Client, and is not entitled to any of the Client's employment rights or benefits.

10. Confidentiality and Non-Disclosure

Butterflies Media recognises and acknowledges that this agreement creates a confidential relationship between Butterflies Media and the Client and that information concerning both the Client's, and Butterflies Media's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. By signing the Contract, the Client hereby agrees to uphold this confidentiality.

11. Assignment of Project

Butterflies Media reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion.

12. Requirements and Specifications

a) Local Permits and Passes: The Client is responsible for obtaining and payment of relevant local permits and permissions to film any part of the production listed as a required part of their final product. Failure to obtain such permission and therefore not film such items shall not give right to the cancellation or non acceptance of final product by the Client.

b) Release Forms / Advice Notice: It is the responsibility of the Client to inform guests and workers present on the property to be included in the production of the filming and to obtain the relevant release forms duly signed by guests or staff where necessary by distribution of notice of filming.

13. Copyrights and Trademarks

The Client represents to Butterflies Media and unconditionally guarantees that any elements of text, performance, music, sound, light, costume, set, or other Audio/Visual material furnished or presented to Butterflies Media for inclusion in filming or editing are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Butterflies Media and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

14. Copyright of completed work

Copyright to the finished assembled work produced by Butterflies Media is passed to the Client, unless other arrangements are detailed overleaf. Upon final payment of this contract, the Client is assigned rights to use material produced in any appropriate manner. Butterflies Media surrenders copyright of the finished work to the Client. Butterflies Media and its subcontractors retain the right to display video, film, and other Audio/Video elements as examples of their work in their respective portfolios.

15. Validity

If any term, condition, or provision of these terms and conditions is determined to be unlawful, invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby.

16. Sole Agreement

The agreement contained in this "Standard Conditions of Contract" constitutes the sole agreement between Butterflies Media and the Client regarding this particular video recording project.