

Ground Level Up Productions – Standard Terms and Conditions

TERMS AND CONDITIONS OF COMMISSIONING GROUND LEVEL UP PRODUCTIONS AS YOUR SUPPLIER.

If different Terms and Conditions are provided at the time of quoting some clauses may conflict with the ones mentioned in this document. Where clauses conflict the non-standard Terms and Conditions will overrule these Standard Terms and Conditions. Where clauses do not conflict these Standard Terms and Conditions will still apply.

1. Definitions & General Terms

In these Terms and Conditions the words 'Ground Level Up Productions' 'Ground Level Up' 'GLU' 'we' 'us' 'our' and 'ours' refer to Ground Level Up Productions Ltd, a Scottish registered limited liability company. The words 'Client' and 'customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all services offered Ground Level Up unless otherwise agreed in writing.

2. Pre-production requirements

It is the Clients responsibility to obtain all necessary permissions including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final product and/or deliverable service.

No liability will be accepted by Ground Level Up for and delays or failure to deliver the agreed product if caused by any element which is the Clients responsibility.

Where copyright material is provided by the Client for incorporation into a Ground Level Up product and/or service, the Client must have obtained permission from the original copyright owner / material provider.

The Client undertakes to indemnify Ground Level Up against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

3. Production and post-production

All works undertaken will be as per Ground Level Up written quotation based upon the information given by the Client. Any amendments or additional days work will be charged at our applicable daily rate.

Clear access for video, photo and sound capture shall be arranged and managed by the Client unless otherwise agreed in writing. If venues are being organised by the Client, it is the Clients responsibility to ensure that our production crew and supporting personnel have clear access to all relevant

locations required throughout the day. Delays in production as a result of inadequate access or facilities may incur additional time charges.

Ground Level Up takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and / or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. Ground Level Up will observe the site safety rules at all times and will liaise with the appropriate responsible person(s) on location.

4. Insurance

Ground Level Up carries public liability insurance cover of Five Million British Pounds Sterling. A copy of our insurance certificate can be provided on receipt of a request to our offices. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the production brief.

5. Adverse weather conditions

In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video, photo or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

6. Client delays

In the event of a project being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified for the project, we reserve the right to re-schedule the affected days of filming and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming day(s).

7. Changes to the filming schedule

In the event of the Client wishing to change or cancel the filming date we require a minimum of 10 days' notice. Failure to comply will result in the Client becoming 100% liable for all costs associated with the originally scheduled dates.

8. Equipment substitution

In the event that Ground Level Up experiences equipment failure or technical difficulties, all efforts will be made to find suitable replacement equipment and/or personnel so as not to delay or adversely impact upon the project quality or delivery. The equipment used on the project will be at the discretion of the senior member of the staff at Ground Level Up, and no further claims or liability will be accepted.

9. Approval / amendments of draft footage

Under normal circumstances one 'first cut' edit will be available for the Client for review and comment. One set of revisions will be incorporated within the agreed project cost provided that any revisions or amendments fall within the original agreed brief. Our video editing and production facility

is available for Client viewing and review. Subsequent revisions or significant re-edits will be charged at a rate of £350 + VAT per day or part thereof.

10. Project duration and delivery

Any indication given by Ground Level Up of a project's duration is to be considered by the customer to be an estimation. Ground Level Up will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the Client. In all cases our liability will be limited to the agreed total cost of the project, less any costs incurred by us for any work already done on the project provided such work is within the agreed production brief. Ground Level Up will not under any circumstances be responsible for any loss, damage or costs arising from the late, erroneous, or non-delivery of the product.

11. Copyright

Ground Level Up asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by Ground Level Up and is protected under UK law unless otherwise agreed in writing.

12. Usage licence – rights to the use of project content

Where the Client provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies Ground Level Up against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material.

We retain all rights to the usage of footage captured during the production of any Client-commissioned project. As part of our video/photo production service, we will grant a time-unlimited licence for use of edited to the Client subject always to the following express condition:

“Ground Level Up retains all copyright over any content we produce. A usage licence grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy or alter the content in any way.

We reserve the rights to use any footage and related files from any Client-commissioned project in our showreels, as stock footage and for our own promotion.

Ground Level Up assigns to the Client a licence to use the production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

Provided that all monies due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions the Client is granted a perpetual usage licence relating to the video material in its delivered form.

We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other Clients unless (a) we have granted an exclusive licence to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client.

13. PAYMENT

Our payment terms are strictly 30 days from date of invoice and in the event of an order being confirmed the Client accepts these terms. For some Clients, we require a 50% deposit on request, with payment by return.

We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act.

We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

A 15% late payment charge will be added to any invoice over 30 days past due; this is in addition to any interest and fees added as outlined in the Late Payment of Commercial Debts (Interest) Act.

The Client shall be responsible for all collection or legal fees necessitated by late or default in payment. Ground Level Up reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this a Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of administration of changes.

All Terms and Conditions stated within this document are deemed acceptable to the Client upon receipt of a confirmed order or instruction to proceed given by any means. This document shall be taken as an agreement between the Client and Ground Level Up Productions under UK law.

If you have any questions about these terms and conditions please contact your main account contact at Ground Level Up, if you do not have one you can reach the team by emailing level-up@groundlevelup.com