



FLOWER PRODUCTIONS Ltd

I have read and agree with the terms & conditions.

DATE: / / CLIENT NAME:

SIGNATURE

For any questions or queries feel free to contact us

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Production Director

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FLOWER PRODUCTIONS Ltd
Terms and Conditions

These Terms and Conditions apply to all videography, photography and associated production services or products created by Flower Productions Ltd, including all moving and still images and sound recordings of whatever form.

All works undertaken will be as per Flower Productions written quotation/budget based on the agreed production brief. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates.

Acceptance of the quotation/budget and/or issue of a purchase order from the client, is acceptance and agreement of the Terms and Conditions

All quotes/budgets are free and valid for 30 (thirty) days unless otherwise agreed or stated

Flower Productions takes health and 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.

OBLIGATIONS

1. The Client agrees that, having provided, or been given an opportunity to provide creative input to the Project prior to and during the Shoot, any Client dissatisfaction with the final product on creative or artistic grounds does not constitute failure on the part of Flower Productions to fulfil its obligations under this Contract, nor does it offer the Client grounds on which to refuse to pay the full Remuneration to Flower Productions;
2. The Client agrees that any requests for changes to the Treatment and the Production Design made after the signature of this Contract or approval of the Treatment cannot be guaranteed to be accommodated. This includes any suggestions made by the Client or its affiliates during the Shoot or Post Production, particularly the submission of additional or contradictory reference material;

3. Flower Productions, before the shoot, will ensure that their equipment and that of any hired in, is in working order and up to standard prior to the shoot however technical difficulties can occur unexpectedly and whilst every effort will be made to deal with these on the day they cannot always be dealt with – this includes, but is not limited to batteries dying, camera errors including subsequent discovery of dropped frames on the tapes, light bulbs blowing, power supplies failing, digital storage media failing – including but not limited to compact flash cards and SSD cameras;

4. Flower Productions shall not be held liable if unable to carry out any provision of the contract for any reason beyond its control (force majeure) 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.

5. The Client agrees that Flower Productions shall be allowed to reschedule any part of the shoot where foreseeable adverse weather conditions could impact either the filming schedule or the finished product;

6. Flower Productions is not liable to bear the cost of any re-shooting where the need for such re-shooting has been caused by adverse weather conditions or such items beyond its control as, but not limited to; failure of the artist or any other performers to attend the shoot in a timely manner or to attend at all, cancellation or postponement by the Filming Location(s).

7. The Client agrees that, at minimum, the Main Client Contact shall be available for consultation during Post-Production, so that the finished product may be completed in a timely manner, respective of Flower Productions schedule or by any deadline required by the Client, failure to do so will result in Flower Productions taking creative decisions on behalf of the Client;

8. The draft product is not available for public viewing and any parties connected with the Client may only view it subject to the express permission of both the Client and Flower Productions;

9. The Client will provide any photo gallery images, logos or additional material required for the completion of the finished product and do so in a timely manner so as not to adversely impact the Post-Production schedule. Further to this, the Client agrees that any perceived deficiencies in the Finished Product caused by deficiencies in the above material are not the responsibility of Flower Productions. Flower Productions reserves the right to refuse to include any such material provided in the project, specifically video footage produced by parties other than Flower Productions;

10. The Client agrees that they are not entitled to display or distribute any copies of the Project, whether it be the Finished Product or other versions or segments of the project, until full

remuneration has been received by Flower Productions, unless explicitly agreed otherwise in writing between the parties;

11. Project or raw materials of, shall not be released to the Client for work to be carried out on it; (Unless agreed otherwise in writing)

12. Flower Productions accepts no liability for failure to deliver the completed Project on any requested date due to unavailability of the Client for consultation on filming, editing or review of the Project. Further, the Client agrees that Flower Productions may not be held liable for any consequences to the Client, including but not limited to; loss of revenue or publicity, missed deadlines or future opportunities, where such consequences are a result of the Client's failure to comply with the terms of this Contract. Further, the Client agrees that Flower Productions may not be held liable for any consequences to the Client where Flower Productions has materially fulfilled the terms of this Contract;

13. The Client agrees that material relating to the Project will appear on Flower Productions' website and that Flower Productions legally holds the copyright to the material at all times, unless bought out by the Client at a mutually agreed cost;

14. In alignment with UK Law, when a client asks or commissions another person or organisation to create copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing.

15. The client may not resell, relicense, redistribute without express written permission from Flower Productions. use as a derivative work, or reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libelous or defamatory manner. Media may not be incorporated into trademarks, logos or service marks.

16. The Client agrees that neither this contract, nor Flower Productions, offers any guarantees as to the likelihood of the Finished Product receiving exposure through social media platforms, streaming services or TV..

17. Flower Productions will source a Crew suitable, in the opinion of Flower Productions, for the size and scope of the Project. Flower Productions reserves the right to change the nominated Crew prior to the Shoot, for operational reasons, and no financial recompense is offered to the Client in this eventuality;

18. Flower Productions will arrange and schedule the shoot based on all the information available at the time. Contingency will be made for adverse weather conditions where appropriate;

19. Flower Productions agree to show the draft product to the Client or the Main Client Contact to receive approval or have changes requested. For the avoidance of doubt, this procedure forms one of the days of the Post-Production time period allocated and paid for by the Client as part of the remuneration. Flower Productions reserves the right to watermark and timecode this footage so as to prevent unauthorised usage or duplication;

20. Flower Productions agree to provide clips of footage from the project (where requested), for use on the Client's website and/or social media platforms;

21. Flower Productions retain the original recorded media (digital tape, digital recordings, rushes etc.) and keep this for a period of not less than twelve calendar months from the start date of the Shoot, and shall own the copyright within said original recorded media and edited product. Copies of the full recording to own all copyright shall be made available to the Client upon request, but at additional cost ("buy out") borne by the Client. Unless requested earlier, after a period decided by Flower Productions, the Client shall have the opportunity to purchase the original recorded media for a mutually agreed price. Notwithstanding the above, where the Client has not purchased the original recorded media within a period of eighteen months from the start date of the Shoot, Flower Productions reserves the right to dispose of it;

22. Where explicitly requested by the Client, Flower Productions refrains from undertaking any publicity or communication regarding either the Project or the Client. Such publicity may include but not be limited to; posting information about the project on any of Flower Productions' website or affiliated web pages, discussing matters regarding the contract with individuals outside of Flower Productions, distributing draft or final copies of the project to unauthorized persons before any agreed date, disclosing the project's budget to other clients or individuals outside Flower Productions, revealing any information which may have a detrimental impact on the image of the Client;

23. Any confidential or proprietary information which is acquired by Flower Productions from a client, company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required Flower Productions will sign and adhere to the conditions of any Confidentiality Agreement used by the client. Likewise, the client shall keep confidential any methodologies and technology used by Flower Productions to supply the product(s) or service(s).

24. Where a performance is being filmed, Flower Productions will advise any audience that filming is taking place and therefore by entering the venue, all observers and fans of the Client shall be deemed to have given their consent to be featured in the video;

25. Flower Productions ensures that the Shoot will be covered by Employees Liability Insurance for the Crew and Public Liability Insurance for any individuals directly involved in the Shoot.

OTHER PROVISIONS

i. Costs, Payments & Expenses

1. Flower Productions payment terms require a minimum of 20% upfront, payable prior to the shoot and the balance to be paid on invoice, as to the terms stated on said invoice.
2. 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, 1998. E&OE. 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. The Client shall be responsible for all collection or legal fees necessitated by late or default payments.
3. Flower Productions reserves the right to withhold delivery and any granting or continuation of usage license of any current work if accounts are not current or overdue invoices are not paid 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.
4. Production fees shall be exclusive of disbursements and expense items related to the agreed project such as messenger services, postage, overseas telephone charges, photocopying and prints, disc or tape duplications, creation of audio and video streaming files, travel, accommodation, subsistence, and similar items, unless otherwise stated in the quotation/budget. Additional items will be invoiced to the client on the relevant project, or separately as necessary.
5. Should the amount of agreed expenses be insufficient, Flower Productions reserves the right to be reimbursed for any additional expenses incurred in relation to completion of the Project.
6. Notice of Cancellation or Termination Fees: Prior to the commencement of production: In the event of a cancellation of a service or termination of the agreed contract, in whole or part, by the client, Flower Productions reserves the right to make the following cancellation/termination charges. Cancellation by the client with less than 24 hours notice prior to the commencement of production may result in 100% of the total charge being made. Cancellation by the client 48 hours prior to commencement may result in 50% of total charge minus any deposit.

7. Should the project be terminated at any stage, the Client will be liable for any costs or expenses incurred by Flower Productions up to the point of termination.

8. Flower Productions reserve the right to cancel or terminate a contract if:

a) The Client becomes insolvent or subject to bankruptcy proceedings

b) The reputation of Flower Productions and anyone connected with Flower Productions could be damaged

9. Flower Productions is not liable to supply a definitive final version of the finished project until all cleared funds have been received from the Client, unless a written agreement between both parties exists to the contrary.

10. Further failures by the Client to pay invoices or be available for consultation regarding payment difficulties may result in further action being taken by Flower Productions. Such action may include but not be limited to; disposal of all original footage, removal of all web-based material related to the Project, withholding of further deliverables, or legal proceedings. Such action overrides all related clauses within this Contract.

11. All payments shall be in Sterling, unless otherwise agreed.

ii. Travel & Accommodation

1. Flower Productions shall employ such means of travel as are most appropriate for the size of the crew, the amount of equipment travelling, and geographical and itinerary concerns. Flower Productions shall seek to minimise travel expenses payable by the Client, whilst taking account of comfort and security concerns whilst in transit.

2. Flower Productions shall have the right to select or veto any choice of accommodation which is provided. Accommodation is on the basis of 1 person per room unless otherwise agreed.

iii. Project Duration & Deadlines

1. Prior to signature of the Contract Flower Productions shall estimate the amount of time required to complete all aspects of the Project, including the amount of filming days required (the filming days). Flower Productions reserves the right to alter the number of filming days required should the original estimate prove to be unrealistic, subject always to the remuneration section of this contract.

2. Any deadlines required by the Client must be recorded in this contract. Flower Productions is not obligated to meet any other deadlines imposed after the signature of this contract or any deadline which subsequently becomes hard to meet based on delays borne by the Client. If the Client wishes to shorten the originally agreed Post-Production timescales, this 'fast-track'

service will be at additional cost to be borne by the Client, and such an arrangement will be agreed in writing.

3. The delivery of the finished product as described represents the end of Flower Productions' obligations under this Contract. Further copies of the video of any kind required by the Client fall outside the scope of this Contract and as such that Flower Productions is not obligated to provide them unless at cost.

4. The project will be deemed to have been completed when the Client has paid the remainder of the agreed remuneration and then receives the finished project.

vii. Rights / Consents

1) All rights relating to the Copyright, Designs and Patents Act of 1988 and any other moral rights are shared between Flower Productions and the Client and cover any legislation now existing or in the future enacted in any part of the world.

2) Flower Productions shall own all rights to photographs taken by Flower Productions or its crew during the Project unless photography is a specified, paid additional service for the Client. The use of such photographs by the Client or its affiliates without the permission of Flower Productions, and without due credit or remuneration being given, is forbidden.

viii. Notices

All notices served upon either party by the other shall be delivered by hand at or sent by post or by email addressed to the respective address hereinbefore contained or any subsequent address duly notified and if delivered by hand shall be deemed to have been served five days after posting and if sent by email shall be deemed served 24 hours after receipt of the email (and such notice shall be confirmed by post).

x. Headings

Headings used in this document are for information only and do not form part of any contract.

xi. Miscellaneous

This agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings whether written or oral pertaining thereto and cannot be modified except by a written addendum signed by a duly authorized member of Flower Productions and of the Client.

Nothing contained in this agreement shall or shall be deemed to constitute a partnership or a contract of employment between the parties. It is an agreement to hire the services of Flower Productions.

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 Flower Productions Ltd under UK law.

DEFINITIONS

In these Terms and Conditions the words 'Flower Productions' 'we' 'us' 'our' and 'ours' refer to Flower Productions LTD, a UK registered private limited 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.

Additional shooting means any additional filming work requested by the Client including but not limited to; interviews, backstage footage, rehearsal footage, additional scenes.

Additional Post-Production means any additional post-production work over and above that which has been agreed as part of the original estimate and included in the budget & remuneration.

Budget means the cost of the entire project as estimate prior to the commencement of the project

Casting means the process of assembling and selecting persons other than the Client who shall appear as performers in the video. This excludes members of the public who may appear in the video and are not being explicitly filmed.

Client means the persons or group of persons who have, by signing this contract, commissioned the Project.

Crew means persons sourced by Flower Productions for the purpose of conducting the Shoot.

Draft product means a clean edited version of the project which is satisfactory to Flower Productions as a working version which shall be submitted to the Client for their approval.

Filming equipment means the equipment required in order to undertake the shoot, including but not limited to cameras and grip equipment.

Filming Day means a period not to exceed 10 (ten) hours in duration, inclusive of all meal breaks. A Shoot may last for one or more Filming Days but shall be deemed to last a minimum of one (1) Filming Day. Additional hours over this time when directly attributable to the Client may be liable to additional charges.

Filming Location means the location(s) of any filming which forms part of the Project. Such location(s) are to be agreed between the Client and Flower Productions prior to filming.

Finished Product means a clean edited version of the film which is approved by the Client. For the avoidance of doubt, the Project shall be deemed approved by the Client where a majority of the Client members have given their approval (either verbal or written) to the final Finished Product.

Post-Production means the capturing, logging and editing of the film captured during the shoot. For the avoidance of doubt, Post-Production shall commence on the earliest available opportunity upon completion of the shoot and last until the video is edited and the finished product authored to a satisfactory standard by Flower Productions and approved by the Client. This process encompasses any Grading and CGI work where this has been specifically included in the Budget.

Pre-Production means the overall process of defining the parameters of the desired finished product (including but not limited to; meetings with the Client or their representatives, the organising of the shoot (including assembling of crew, location sourcing, project planning etc), Casting and any other activities prior to commencement of the shoot.

Project means the work done by Flower Productions including but not limited to; Pre-Production, the shoot, additional filming and Post Production in order to achieve the finished product.

Remuneration means the fees paid by the Client to Flower Productions in consideration of the project, either in the form of cheque or money transfer. This may or may not include expenses.

Shoot means the filming of the Client and/or other persons or subjects for the purpose of producing a video, prior to Post Production, including any additional filming. For the avoidance of doubt the shoot shall commence on the day/night agreed with the Client listed at the top of this the contract/budget.

Treatment means the document defining the nature of the Finished Product (including but not limited to; type of video, 'look and feel', Shoot duration, camera angles, camera movement, narrative elements and themes, song breakdown, filming approach, use of colouring, filters, CGI and Grading).