

Lockyer Video Productions Terms and Conditions 2015 - 2016

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Regarding Lockyer Video Productions'

Three Column Project Outline Worksheet:

*Type the required information on the project outline in the appropriate column.

*Hand written documents will not be accepted.

*Make sure your text information appearing on screen is represented accurately. We copy paste the text for accuracy. Be specific on font type, style, size, and placement otherwise we will use our skilled judgment likely mimicking text on your website, associated branding provided, business card or any other obtained material.

*Lockyer Video Productions does not deviate from the finalized shot-list. Provide ALL shots you want for your video. Be specific on content, camera angle, movement, duration and transition. Type out your shot descriptions, providing as much detail as needed.

*Any music or scripted voice over are to be finalized on this document. If you are in need of voice over for your video, you must provide your own voice over narration OR choose from Lockyer Video Productions' list of professional voice acting talent. If you choose from Lockyer Video Productions you must provide a 1st choice and a 2nd choice runner up in the rare event your 1st choice is not available. Lockyer Video Productions is NOT responsible for the quality of the voice over you provide.

*If you desire to use stock footage or images in your video they will need to be acquired legally by you and provided before production begins. Any stock images or stock footage you request Lockyer Video Productions to purchase will be factored into your final quote for cost.

*We offer 3 free MINOR revisions (text wording and other minor changes such as timing adjustment, scale and placement). Fees are applicable for more than 3 revisions, based on how involved they may be.

*Any additions, changes or alterations beyond the allotted 3 minor changes will be subject to an adjusted quote and such edits will not be executed until all payments are completed.

*ALL videos and images are 100% customizable. Please contact your Lockyer Video Productions' representative if you have a large number of changes you would like to make, additional fees may apply.

*Once all material and information is provided with this completed project outline and returned to Lockyer Video Productions, the outline will be reviewed, and converted into a PDF included with Lockyer Video Productions' quote, payment terms and a Lockyer Video Productions' representative signature finalizing the document.

**The returned PDF needs to have:

Client checked agreement box to the terms and conditions for and provided signature and date.

*The client must complete and send back to their Lockyer Video Productions' representative associated with the project. (scan or take clear photos of each page with a phone camera)

Production will not commence until the final project terms are executed.

Terms & Conditions for Projects Quoted Under \$699.00 US

- Lockyer Video Productions expects full payment before the start of production.
- Final payment is due no later than 14 days after the date of the final invoice.
- Product will be delivered once final payment has been received and cleared.
- Payment by bank transfer, check or PayPal by invoice or sent to the email: payments@lockyervideoproductions.com
- All checks must be made payable to Lockyer Video Productions
- Client is responsible for all expenses incurred by Lockyer Video Productions during all stages of a production. Including but not exclusively: transport, food, accommodation, equipment hire, communication costs and media.
- On delivery of final product copyright will be transferred to the client, yet Lockyer Video Productions will retain the right to use all approved footage for their own promotional purposes. This may exclude any third party material (e.g. Music).
- The customer's requirements must be clearly provided to Lockyer Video Productions in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Lockyer Video Productions and may incur further cost.

- A video will only be publicly released by Lockyer Video Productions once the customer approves all content as complete and satisfactory and confirms this in writing.
- A customer may terminate the contract at any time by written notice of termination.
- When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Lockyer Video Productions unless any other written agreement is reached in advance.
- Lockyer Video Productions 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 libelous, defamatory or illegal.
- Lockyer Video Productions Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.
- E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of videos as long as it is acknowledged with a response.
- Lockyer Video Productions will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.
- Any confidential or proprietary information which is acquired by Lockyer Video 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, Lockyer Video Productions will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
- Any contract requiring Lockyer Video Productions 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 Lockyer Video Productions. If Lockyer Video Productions deem them not to of been so then Lockyer Video Productions cannot be held responsible for failing to meet a deadline.
- Lockyer Video Productions office hours are 9.00 a.m. to 5.00 p.m. Monday to Friday unless notified otherwise.
- Any claims must be made in writing to Lockyer Video Productions within 7 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.
- Lockyer Video Productions 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 Lockyer Video Productions, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

Terms & Conditions for Projects Quoted over \$699.00 to 2,999.00 US

- Lockyer Video Productions expects 50% of final payment on signing of the contract and the final 50% on completion of production.
- Final payment is due no later than 14 days after the date of the final invoice.
- Product will be delivered once final payment has been received and cleared.
- Payment by bank transfer or check or PayPal (payments@lockyervideo productions.com) .
- All checks must be made payable to Lockyer Video Productions
- Client is responsible for all expenses incurred by Lockyer Video Productions during all stages of a production. Including but not exclusively: transport, food, accommodation, equipment hire, communication costs and media.
- On delivery of final product copyright will be transferred to the client, yet Lockyer Video Productions will retain the right to use all approved footage for their own promotional purposes. This may exclude any third party material (e.g. Music).
- The customer's requirements must be clearly provided to Lockyer Video Productions in writing before commencement of work. Any subsequent changes must also be provided in writing and then approved by Lockyer Video Productions and may incur further cost.
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- E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of videos as long as it is acknowledged with a response.
- Lockyer Video Productions will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.

- Any confidential or proprietary information which is acquired by Lockyer Video 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, Lockyer Video Productions will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
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- Lockyer Video Productions office hours are 9.00 a.m. to 5.00 p.m. Monday to Friday unless notified otherwise.
- Any claims must be made in writing to Lockyer Video Productions within 7 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.
- Lockyer Video Productions 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 Lockyer Video Productions, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

Lockyer Video Productions Terms for Media Production Projects Quoted Over \$3000+ US

Upon signing the agreement for booking with Lockyer Video Productions, a non-refundable deposit is required unless (otherwise specified) of 25% of the project's total gross worth. 50% of the project's gross worth is due before the shoot begins. Full payment of the project is due within 21 days of the final invoice. We do not release production until the full payment is delivered.

Be sure to secure the ability to pay us before we do the work. Full amount of payment is due on the 21st day after the issuance of the final invoice. After the 21 day grace period from the final invoice date a fee of 25% of the project's gross worth is issued with a extended 14 day warrant. If the project's gross amount plus the additional 25% fee is not paid after 35 days the fee will increase to 50% with a two month (60 day) warrant. After 60 days from the final invoice the fee increases to 75% with a three month grace period until the fee is twice the project's original gross worth with a six month warranted grace period before we seek legal litigation.

Lockyer Video Productions' Client's Responsibilities (General)

Shoot Locations and During Shoots:

It is the responsibility of the client to obtain and pay if necessary for any permission to film within the location or locations of the shoot or event. Location filming permissions and any permits are not the responsibility of Lockyer Video Productions.

Lockyer Video Productions is NOT responsible for how photogenic and functional your shoot locations are. If you are concerned about the function-ability of your shoot locations and want to consult Lockyer Video Productions, a Lockyer Video Productions representative will scout your shoot locations for a fee. Scouting shoot location fees will cover travel expenses such as gasoline, car use, bridge fares, tolls, public transportation costs, and the time spent scouting.

If you value the filming of your event or shoot/s, please tell your employees, actors, guests and all other parties to respect the videographer while he/she films. For any video production, Lockyer Video Productions will not be liable for people blocking shots or any other interruptions during filming that are not the direct members employed by Lockyer Video Productions.

Before filming takes place, the shot list or the event schedule for filming must be agreed and signed by both parties. Lockyer Video Productions and all employed by Lockyer Video Productions is not responsible for shots or ad-libbed events after the determined shot list is signed. Regarding all event videography It is important that Lockyer Video Productions obtains a schedule of events to know the order, approximate times and locations for filming. Videographers need to be updated throughout the event if times and locations change. Lockyer Video Productions is not responsible for the capturing of unscheduled events that are not included in the signed shot list

Lockyer Video Productions will take diligent care of any video files, image files, tapes or other material supplied by you, but cannot be held responsible for loss or damage caused by circumstances beyond the control of Lockyer Video Productions and all employed by Lockyer Video Productions.

In the event of equipment failure, theft, weather conditions, illness, or any other act of God, Lockyer Video Productions or any person employed by Lockyer Video Productions shall not be liable beyond only the compensation to refund the amount paid by the client at the time of such loss.

Lockyer Video Productions are not accountable for any unforeseen problems that may occur on the way to the filming location EG: car accidents / traffic / weather, ETC.

Lockyer Video Productions' equipment is regularly checked, but Lockyer Video Productions is not held responsible for equipment failure. Lockyer Video Productions and anybody employed by Lockyer Video Productions is not responsible equipment failure of rental, contracted, or other 3rd party equipment.

During any video shoot, Lockyer Video Productions and all its employed are not held responsible under any circumstances for any such unforeseen losses, omissions or problems, including emotional dismay of parties filmed that could occur during filming.

While all care, skill and diligence is employed during filming it is understood that the event of any unforeseen circumstances causing loss of video or recording, liability will be limited to a full refund of any fees paid at the point of such loss.

Video or Audio that is compromised by someone or something beyond Lockyer Video Productions or any parties directly employed by Lockyer Video Productions is not the responsibility or the liability of Lockyer Video Productions or any party directly employed by Lockyer Video Productions.

Music Used in Your Production:

The music to accompany your production is your choice and therefore is up to you to seek any copyright approval for use within your video. We cannot be held responsible for any claims arising from breach of copyright from using another artists' music. We can however, arrange royalty free music for you or use music you have obtained permission to use in your media. Music is otherwise taken upon you to risk the above. EG: background music for a TV commercial will need to be approved under copy write law in order for Lockyer Video Productions to release production and especially if intentions by the purchaser are to resell the media. Wedding videos, and other family events may have sound bites of music recorded during their event (EG for introduction, section transitions, and ending transitions).

Event Videography:

In the cases of weddings / special events, Lockyer Video Productions do not expect to sit down to eat with guests at a dinner / reception, however it has also proved difficult to take food to a dinner / reception as the owners of hotels and clubs do not allow this; when filming periods exceed 4 hours we will require arrangements for a meal of sorts.

Regarding Sony FX 1000 Cameras: The Mini DV video tapes used in our cameras are 60 minutes in length. We can use longer tapes but need to know in advance. We will endeavor to ensure that tapes do not need changing at crucial points but if this isn't possible we are not liable for the omissions. (Tape changes take approximately 30-60 seconds).

Wedding Video Production: Lockyer Video Productions will endeavor to release the final DVD within 4 weeks of the wedding date but cannot be held responsible if this is not possible (EG: amount of footage, expected production value, number of other filmed events in production). Normally DVDs are completed within 3-6 weeks or even more depending on the project and other varying conditions.

Lockyer Video Productions archive a master copy of your DVD for future duplication. Lockyer Video Productions cannot be held accountable for any damage to this DVD.

Privacy policy

Your information through our emails, phone conversations, and in person dialogue is private. All information through our dialogs (written or discussed in person) will not be shared unless required by the circumstance of our ability to film and produce your media, law, and or our ability to justly receive payment for services rendered. In any case you will be notified in advance, and your approval noted.

The contents of Lockyer Video Productions' Terms and Conditions are designed to protect Lockyer Video Productions' integrity, professionalism, and over all well being of Lockyer Video Productions and all people contracted by Lockyer Video Productions employed to fulfill and complete your video project.