

## Corporate Video Experts - Terms Of Business (updated 03/08/2017)

1. Definitions
  - 1.1. By commissioning or asking us to do work for you, you agree to these Terms of Business.
  - 1.2. "Us", "We", "Our" refers to Corporate Video Experts. Corporate Video Experts is a trading name of Eye Flight Films Ltd.
  - 1.3. "You", "The Client" refers to person or company commissioning or requesting work to be undertaken by Corporate Video Experts.
  - 1.4. "Work" refers to any time spent on a project or media (including Photography, Video, Animation, Scripting, Storyboarding or Audio) generation within the scope of that project or necessary for the completion of it.
2. Copyright
  - 2.1. All work generated by Us is Our intellectual property and We retain all copyright of the work unless otherwise stated. Reproduction, publication, broadcast, distribution or other unlawful use (either physical or digital) of copyrighted material whether for commercial or private purposes without appropriate usage license is strictly forbidden.
  - 2.2. If copyright is infringed or un-licensed use made, action may be taken to have the work removed and/or withdrawn without notice. This may affect your agreements or standing with service providers such as ISPs, Google or Youtube.
  - 2.3. We reserve the right to seek compensation for use of copyrighted material used without permission.
  - 2.4. Unless otherwise stated, upon payment of the full invoice amount, you are automatically granted a license to use the work in perpetuity and without restriction or further reference to Us. This includes uploading to websites such as Youtube or your own website.
  - 2.5. Unless otherwise stated, You may not claim to be the author or creator of the work.
  - 2.6. Unless otherwise stated, You may not create derivative works or use source material generated by Us to create additional works.
  - 2.7. By supplying Us with or requesting that We obtain specific media for inclusion in work we generate for you, you confirm that you hold appropriate copyright and/or usage license for that media, that you have permission for us to use it in this context and hereby indemnify Us from any actions arising as a result of their use in work carried out. This includes (but is not limited to) Images, music, video, graphics and company logos.
3. Payment
  - 3.1. Upon commencement of work, 25% of the total agreed amount becomes due and will be invoiced. A further 50% will be invoiced upon completion of primary production, the remainder upon completion / sign-off of The Project.
  - 3.2. On occasions, work may have already been undertaken to help define the scope and budget of a project, or it is necessary to start work before this payment is received to meet a Client's deadline. In all cases, no further work on a project will be done if payment is not received within 14 days of invoice.
  - 3.3. **Terms – STRICTLY 14 DAYS.** Direct transfer to 40-19-03, acc. 02281317 preferred. Cheques should be made payable to "Eye Flight Films Ltd.". Any queries concerning the detail or value of an invoice must be submitted within 7 working days for rectification.
  - 3.4. *The Late Payment Of Commercial Debts (interest) Act 1998.* We understand and will exercise our statutory right to claim interest and compensation for late payment and/or debt recovery costs under this legislation.
  - 3.5. We usually allow a period of 14 days 'grace' from date of invoice for payment to be made but We do not act as a money-lending service beyond this period. Payment after this period is considered overdue.
  - 3.6. We reserve the right to charge interest at 8% above the HSBC base rate or statutory judgement rate, if higher, on the balance outstanding from the date of due payment until the date of payment.
  - 3.7. We reserve the right to claim the statutory compensation amount as specified by this legislation. Any additional costs or fees incurred in expediting overdue payment will be recovered from the debtor.
4. Archiving
  - 4.1. Unless otherwise stated, We add all generated work and source footage to our on-site and off-site archives, but make no guarantee that this archive will be available to You. We advise you to ensure your own data recovery procedures are appropriate.
  - 4.2. Upon request, we will endeavour to assist should it be necessary to retrieve work from this archive once the project is completed, but reserve the right to make a charge for this service.
5. Promotion
  - 5.1. Unless otherwise requested, We may use any work generated by Us to promote Our services either online (eg. via Youtube or Our website) or offline (eg. In Our brochure). We will normally do this as a "case study", detailing the client name and website.

