

Payment Policy

Collaborators

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“If The Method Works, Why Change It.”

This is an extract taken directly from the Terms and Conditions of the Service Level Agreement issued to all Collaborators when engaging with a project.

Effective from 1 April 2012 (unless stated otherwise) for new and existing business accounts/services. This is not an exhaustive list of Conditions and should not be considered as the definitive guide. The following Conditions have been produced to clarify and assist in giving detail to terms and conditions referred to in the Service Level Agreement (SLA) the Quote and any following documents.

2.0 Payment and Delivery

- 2.1 The policy set herein for the payment and delivery policy is as such; i) if the gross total quoted for your project is below £300 you will be required to pay 100% upfront ii) if your project £300 or above but below £1,000 in gross total the first payment of 50% of the total sum is to be made prior to the production, no less than the day before, to cover the costs of the production itself (unless otherwise state). The remaining 50% is then paid upon completion of the product to a satisfactory level within the budget set in the *Quote* prior to final delivery being made (see [clause 2.3](#) for further details) iii) if your project in gross total is above £1,000 you will be required to make a non-refundable deposit of 10% of the total gross balance upon engagement and agreement to the *Quote*, SLA and Terms and Conditions. The *Collaborator* must then make a second payment of 45% prior to the date of production and no less than a day before the first production date (unless otherwise stated) for production to go ahead, with the remaining 45% paid upon satisfactory completion of the product within the means of the *Quote* (see [clause 2.3](#) for further details of delivery).
- 2.2 The policy set for a **single service (freelance)** such as Camera Operator, Editor or Director etc will follow the same structure as above as follows; i) if below £300 all new *Collaborators* must pay upfront prior to the service being carried out, for all current returning *Collaborators* whose *Quote* is below £300 a period of 28 days will be permitted following the service to make full payment ii) if quoted £300 or above but below £1,000 all new *Collaborators* must pay 50% upfront prior to the service being carried out with the remaining 50% made within 28 days of the service being completed, for all current returning *Collaborators* payment must be made within 28 days of the service completed iii) if quoted £1,000 or above all *Collaborators* must pay a non-refundable deposit of 10% of the total gross balance upon engagement, 45% of the gross budget prior to the production commencing with the remaining 45% made within 28 days of the service being completed and delivery of materials/product/project requirement (see [clause 2.3](#) for further details of delivery).
- 2.3 Upon completion of the project and once the pass has been given [whereby a pass is considered as one round of concise and detailed feedback to a rough cut of the product provided by the *Collaborator*] or the set value of passes has been completed as set out in the *Quote*, a delivery version of the product at a low resolution which will contain a watermark will be produced as to screen to the *Collaborator* as evidence of work completed. The *Collaborator*, upon approval of the delivery screener, must then make the final delivery payment to complete the projects sign off prior to the final high resolution, watermark removed delivery version of the product being released (delivery as set out and established in the *Quote* document). Whereby a freelance service is sought, materials will generally be handed over on the day of a shoot and edits will be sent once completed in conjunction with the payment policy as mentioned in [clause 2.2](#) above).
- 2.4 The delivery of the product will be completed as agreed in the *Quote* including the format, resolution, file type and quantity. Should further copies be requested or other formats required, further costs will be incurred by the *Collaborator*.
- 2.5 In conjunction with [clause 1.4](#) of the **SLA**, the *Collaborator* has agreed to the work within the means of the *Quote* set forth to the service being provided. Any additional services required such as but not limiting i) a reshoot or pick up shots ii) an additional pass in the edit iii) a re-edit of the product iv) additional copies of the product or different formats not agreed upon in the *Quote* may well incur additional costs to the *Collaborator* and will be down to the discretion of the *Provider*.
- 2.6 The *Collaborator* understands that the payment and delivery policy must be adhered to in order to progress to the next stage of the production. Whereby a date is set on invoices for delivery of such payment, payment should be made by the date set. In accordance with the **Late Payment of Commercial Debts (interest) Act 1998** under the law of the United Kingdom, if the date set on the invoice is surpassed and the payment has not been cleared in full, the *Provider* is legally entitled to begin charging interest as set out in this law with no exception. If no prior agreement has been established for a late payment to be made outside of the date on the invoice, the *Provider* is entitled to begin the Debt Collection and Recovery Process, a three tier process involving solicitors. Tier one involves a Letter Before Action or Late Payment Demand, failure to take action upon this will lead to tier two Court Action, failure to take action upon this will lead to Judgement and Enforcement. By signing the **SLA** you acknowledge the importance of making payments in due course and communicating where any delays are caused. This does not guarantee interest being charged nor the Debt Collection process being taken, however a resolution between parties is more likely where good communication is present.

- 2.7 If a contingency budget has been set forth in the *Quote*, the *Collaborator* has agreed to authorise the Producer and their designated representatives to use such contingency at their own discretion for the benefit of the production of the product as and when required throughout the projects life cycle. The Producer will be held responsible and accountable for such decisions. Records and receipts of the use of any contingency within a budget will be made available to the *Collaborator* following a Production upon request.
- 2.8 Should the Terms and Conditions of the **SLA** in conjunction with the **SLA** and subsequent *Quote* be breached by the *Collaborator* and/or their representatives in relation to but not exclusively bound to i) the completion of the production to the dates set forth in the projects schedule and/or production schedule ii) the completion of delivery of the completed product and project to the agreed delivery date set forth on the *Quote* and iii) failure to pay the invoice(s) within the timeframe designated on the given invoice – the *Collaborator* authorises the *Provider* at their discretion to close the account and continue to seek payment for services incurred or agreed upon but yet incurred up to that stage.
- 2.9 Should the Terms and Conditions of the **SLA** in conjunction with the **SLA** and subsequent *Quote* be breached by the *Provider* and/or their representatives in relation to but not exclusively bound to i) the completion of the production to the dates set forth in the projects schedule and/or production schedule ii) the completion of delivery of the completed product and project to the agreed delivery date set forth on the *Quote* and iii) failure to provide the services as set forth in these documentations – the *Collaborator* will be entitled to terminate the account and request all materials (footage and edits) produced up to this stage without any further cost attached.
- 2.10 Should the *Collaborator* wish to reopen the account and therefore the project for engagement, all outstanding invoices must first be paid and an admin charge of £50.00 incurred to raise a project from the archive. At this stage, due to the projects account being closed and thereby terminating the projects activity, depending on the progress of the outstanding project and the amount of time which has passed since the account was closed, a review of the *Quote* and **SLA** may be required with a new *Quote* and **SLA** issued with subsequent invoice issued and paid prior to work commencing at which such an **SLA** and *Quote* with accompanying Terms and Conditions will supersede this one. This will then be considered a new project.

As stated on the first page, these are not an exhaustive list of terms and conditions and should further clarification of anything written within this document, the quote or the SLA be sought, please contact accounts@methodworksproduction.com.

Issued by Methodworks Production Ltd.
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We accept;

