

Terms and Conditions

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“If The Method Works, Why Change It.”

Effective from 1 April 2012 (unless stated otherwise) for new and existing business accounts/services. This is not an exhaustive list of Terms and Conditions and should not be considered as the definitive guide. The following Terms and 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.

TERMS

Account	The financial and legal aspect of a project and the project at any stage of its progress.
Creative Family	Term used to collectively announce the creative and skilled individuals, who as a unit are responsible for the creation of the product.
Collaborator	Title used for representing the name of the person or persons, organisation or establishment seeking the services provided by the Provider.
Life Cycle	Time taken, broken down into various stages, for the completion of part or all of a project.
Materials	Term given to the rushes or raw footage recorded throughout the project and inclusive of documents, images and any other materials produced by the Provider and its representatives throughout the projects life cycle.
Parties	Party or parties is the collective term used to describe and announce the Provider and Collaborator respectively ('party') and then together ('parties') and their representatives.
Pass	Term given to the review period of the edited material in a draft or rough form prior to final delivery whereby the Collaborator may request changes or edits to the material before delivery. A pass is considered a single review, whereby more than one pass will be referred to as 'passes' and accompanied by the value of such.
Producer	Individual responsible for the entire production of the Collaborators project and the management of all involved.
Product	The final delivered video/film/viral/DVD/output to which the Collaborator approached the Provider for.
Production	The physical creation of the projects materials, the point at which filming is taking place.
Project	Term used for the short reference to the title of entire production from engagement to final delivery.
Provider	Alternative term used to name Methodworks Production Ltd. when discussing the provision of service.
Quote	The gross balance and details for services and resources provided through engagement with the Provider and its representatives of all foreseen costs during the production of the product (produced as a document entitled the Quote).
Representatives	Any individual who is involved in the project that has been brought onto the project for a specialist skill or purpose in the creation of the product from either party, whether part of the established party or are introduced as freelancers.
Service	Any task carried out or provided by the Provider and/or their representatives on behalf of the project and the product.
Service Level Agreement	A binding document between the Collaborator(s) and Provider(s) which state the agreements with regards to procedure for the project engaged in relation to the Terms and Conditions within this document and the Quote.
The Method	The Bible of vision, operations, structure and execution of the Method for Methodworks Production Ltd.
Traveller	A Traveller is a person who is brought onto a project whom is on a journey in the same or similar direction as the rest of the Creative Family both in terms of project outcome and their own personal life cycle.
Vision	Term used to describe the idea and concepts for the product as originally seen in the mind of the Collaborator which must be extracted and clearly expressed and then recorded and shared with all relevant parties and representatives to ensure the vision can be created and where possible improved upon and added value increased.

1.0 The Service

- 1.1 Each document is produced in as much focused detail as necessary to progress forward to the next stage of the project and therefore should be read and understood as they act as binding agreements as to how the project and service is delivered in the creation of the products vision.
- 1.2 The Providers main role is to understand the vision of the *Collaborator*, to follow *The Method* in so much as to produce the product through no less than i) organising the operations for creation of the product ii) providing the relevant equipment and *Travellers* to produce the product and/or iii) provide the equipment and expertise in editing and delivering the product. In the case of hiring a freelancer, a single service such as Camera Operator or Editor may be sought.
- 1.3 The Collaborators main role therefore is to understand *The Method* and approach taken by the *Provider* and to no less than i) clearly express the vision for the product in as much detail as possible to reduce miscommunication and confusion ii) provide all relevant information in a timely and orderly manner so as not to disrupt the flow of the project and iii) to prepare and produce relevant details and necessities for the creation of the production such as but not limited to logos, animations, locations, music, cast and props etc.
- 1.4 Both parties and all representatives involved agree to work for the best interest of the project/product in serving its own unique purpose.

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.

3.0 Project Copyright (excludes freelance services)

- 3.1 Copyright in this section refers to the end product only which as stated in clause 3.1 of the **SLA** is immediately designated as joint copyright upon engagement of the project. This is reflected in return for a significant discount in price offered by Methodworks Production Ltd for the privileges to use the end product for promotional uses once the project is completed and in conjunction with section 3.0 of the **SLA**. This discount reflects a 20% reduction in the overall cost of in house services, equipment and materials (however the discount cannot be applied to external costs such as external equipment hire, additional personnel, transport, location costs etc). The *Provider* does not, through this agreement, own copyright to any material produced through its freelance services (see clause 3.4 for further details).
- 3.2 Should the *Collaborator* wish to own full copyright of the product an additional cost above and beyond that given in the *Quote* will be incurred. This cost will not exceed £1,000 for any one project or the equivalent of 20% of the gross budget as appointed in the *Quote*. Should the *Collaborator* desire to make this purchase, the *Provider* will no longer claim copyright of the product, however the *Collaborator* will grant permission for the *Provider* to use part or all of the product for promotional purposes only, whether on a website or in a show reel in conjunction with clause 3.2 of the **SLA** (unless otherwise stated in writing).
- 3.3 Where joint copyright is held between the *Collaborator* and the *Provider*, this should be stated whether in the credits of the product, the opening title sequence or in accompany descriptions and write ups wherever deemed appropriate where copyright is being announced by both parties. The *Provider* in such case will follow the *Collaborators* title and always be written as 'Methodworks Production Ltd.'
- 3.4 In the case of a service such as camera operation or editing only where copyright has already been assigned to the materials, the *Provider* of the service will immediately have the permission of the *Collaborator* to use part or the entire product for promotional uses in conjunction with clause 3.2 of the **SLA** (unless otherwise stated in writing).
- 3.5 In conjunction with clause 3.2 of the **SLA**, the period of three months is deemed to begin on the date of final delivery payment being received and to last for 90 days from this date. Should the *Collaborator*, for any reason, have failed to release the product on general release in the public domain by this time, the *Provider* will be authorised to do so for their own promotional uses.

4.0 Materials

- 4.1 The *Provider* will own copyright to all materials produced throughout the project including but not limiting i) all documentation ii) all design and artwork iii) all filmed materials iv) all cuts of the product before final delivery version is produced and all intellectual property outside of the final end product.
- 4.2 Should the *Collaborator* wish to have access to the archived materials, a reproduction of any or all of the archived materials and/or copyright of all of the archived materials an additional cost above and beyond the original quote will be incurred. As such a new quote for this service should be sought and the relevant documents completed should copyright be handed over for the additional materials.
- 4.3 Regarding freelance services whereby the *Provider* may produce backups for a limited time on behalf of the *Collaborator*, the *Provider* (unless otherwise stated in writing) does not hold copyright to these materials nor can they be used for any other purposes than a backup. Should the *Collaborator* wish to access these backups an admin charge will be incurred for access and transfer.

5.0 Conflict Resolution

- 5.1 Should any of the Terms and Conditions be breached the relevant action shall be taken to resolve the matters at hand in a harmonious and ecologically sound way deemed for the best interest of the project unless otherwise stated within the *Terms and Conditions*.
- 5.2 Resolution of such challenges as they arise should be dealt with by the individual whose responsibility it is while informing the *creative family* and all whom the challenges are deemed to effect in due course.

- 5.3 The complaints procedure should be followed by the *Collaborator* if any grievances arise, by contacting the accounts department and informing them of the complaint in a timely and professional manner offering possible solutions to the matter at hand.
[Accounts Department: accounts@methodworksproduction.com]
- 5.4 Should clause 5.3 not be possible, and no resolution may be found internally, the Laws Governed by the Courts of the United Kingdom will be sought in conjunction with the documentation and agreements within the *Quote*, the *SLA* and the *Terms and Conditions*.

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.

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Issued by Methodworks Production Ltd.

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