



BROADCAST | VIDEO PRODUCTION

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Terms & Conditions

Firstly, thank you for your booking. We are looking forward to working with you to create some great content, but before we start work on this project, there are a few things we need to agree to first...

Bookings

Jobs & projects are accepted by Vidibid Pty Ltd trading under 'CMA Media' at the price agreed and quoted in writing. Prices may vary due to subsequent client requirements. Any such additional costs will be advised as soon as they become apparent.

CMA Media is GST Registered in Australia and GST will be added at the current rate where applicable.

Confirmation of a booking must be received in writing before any job takes place. CMA Media cannot accept responsibility for misunderstanding resulting from verbal / pencil bookings which are not followed up with a confirmation email.

Priority will be given to bookings with confirmation in writing over pencil bookings.

Agreement to and acceptance of the terms and conditions listed herein are acknowledged, once a booking or request for service is made. CMA Media will

only provide services under the following Terms and Conditions. A copy of these Terms and Conditions is provided in the footer on our website and upon request.

The recorded Master Video (Raw Footage), Video Files, Audio Files and Edited Video Files, including all copyrights will remain the property of CMA Media until full payment is made for commissioned works.

For unpaid commissioned works or in the event that a final agreed payment is not made, CMA Media reserves the right to withhold all recordings and finished works.

CMA Media reserves the right to use edited or unedited video from all productions or commissioned works for promotional or commercial purposes. The copyright for the segments will belong to CMA Media exclusively. The segments will be used on our website, sent to clients on a sample DVD or Blu-ray disc or used in a company portfolio of work. Generic vision (non signage or branded footage) may be re-commissioned as general stock footage.

Disposal of Recorded Materials:

We strongly recommend that client's double backup all media files once received from CMA Media. CMA Media offers a backup service of all assets (Raw footage, audio recordings, graphics etc) from all projects.

If this service is not required, Master Tapes (Raw Footage), Video Files, Audio Files & Edited Video Files may be only retained for up to one (1) month and may then be disposed of, deleted or erased . If at the end of one (1) month commissioned works have not been purchased, CMA Media reserves the right to dispose of all tapes, video and audio files, recorded materials and finished works with communication to the client.

Equipment:

CMA Media will endeavour to appropriately advise clients where requested on camera, lighting and sound equipment and other technical and creative matters relating to a shoot, but this guidance will not render CMA Media liable for (a) the suitability of the equipment for the shoot or (b) the overall success of the shoot.

RAW footage:

The recorded Master Files (Raw Footage) and/or any illustrations, drawings, images, animations or any other assets created, remain the property of CMA Media except if other arrangements have been made in a written form.

The supply of RAW footage is not included by default. Clients wishing to obtain RAW footage will be subject to archiving fees, retrieve & supply fees.

Revisions:

Production:

For recording sessions, unlimited reviews and retakes apply during the allocated recording session until the client is satisfied we have achieved the best possible outcome.

Post-Production:

CMA Media will provide two rounds of changes to a video project during the post-production phase including video reviews and music selection. Revisions for each production are subject to the following conditions:

- Feedback is provided in its entirety within 48 hours, or as agreed upon in project timeline/ schedule (failure to do so will limit to 1 review per stage)
- Once a stage is approved, additional change requests may incur a fee (back-tracking stages will signify a change in scope)
- Changes/ amendments must not require more than 20% of the total time allocated to the stage. If at any stage feedback is not received within 2 weeks of agreed schedule, a project restart fee of \$350 + GST will apply. A new timeline and schedule will be issued and all CMA Media's work performed to date will be invoiced and due for payment accordingly.

Transport and Parking:

Travel within Metropolitan Adelaide (up to 20km from the Glenelg area) will not be charged to the client and is free of charge. For projects and locations outside of this area, travel will incur a charge of .80c per kilometre. For example: for a shoot 40km away from Glenelg (Adelaide), total travel will be 80km.

80km minus 20km free of charge = 60km charge for travel.

We will endeavour to find the cheapest possible parking within a reasonable distance to your shoot location. However all parking costs and road toll costs will be passed on.

Cancellations:

Every effort will be made by CMA Media to be flexible and understanding in relation to the changing nature of production schedules, however, for advance bookings that have been confirmed in writing by the client, the following cancellation terms apply:

Cancellations within 24 hours of job start date – 90% day rate charge applicable

Cancellations within 48 hours of job start date – 50% day rate charge applicable

Payment:

Invoices will be submitted for payment upon completion of work and payment is due within 30 days of receipt of the invoice unless otherwise agreed. New clients, clients residing outside of Australia and all projects with a total value of more than \$5000 will require a 50% deposit before work has commenced.

International bookings / clients registered outside of Australia require payment to be made upon final edit sign off / handover of footage.

Payment is to be made by direct debit to an account nominated in writing by CMA Media (and must confirm to CMA Media in writing when it has done so). If the Client does not pay an invoice by that time, then without prejudice to CMA Media's rights:

(a) a 5% increase on the invoice amount will take effect once the invoice is 30 days overdue, this will increase by 5% for every month the invoice is overdue.

(b) by written notice to the Client, CMA Media can suspend or terminate any licence granted to the Client to use the Deliverable in respect of which payment is outstanding, and may recover or remove from the Facilities any Deliverables for which payment has not been made.

Upon payment in full for the Deliverables, CMA Media grants the Client a non-exclusive and non-transferable perpetual licence to use the Intellectual Property for the Client's own business purposes. However, the Client must not copy or use any of the Intellectual Property for any other purposes, or permit any act to be done, that infringes CMA Media; (or its licensors') intellectual property rights including music.

The Client must ensure that the written details for any Deliverable (whether in the Production Schedule, script or call sheet) meets with the Client's requirements prior to the work commencing under this document.

International banking fees and international and national paypal (if you choose to pay this way) fees will be passed on to the invoiced party.

General Provisions

These Terms are governed by and will be interpreted according to the laws of South Australia, Australia and the parties consent and submit to the jurisdiction of the SA courts.

If any provision of these Terms proves to be illegal or unenforceable for any reason, that provision is deemed omitted without affecting the remaining provisions and the remaining provisions of these Terms shall continue in full force and effect.

Any notice required or contemplated by these Terms is deemed to have been properly given to a party if it is in writing, properly addressed and delivered personally, or mailed postage prepared addressed, by facsimile or by e-mail to the party at its addresses set out in these Terms, or such other address nominated by a party in writing.

The Client may not assign any of its rights or obligations under these Terms without CMA Media's prior written consent. CMA Media may arrange for subcontractors to perform any of its obligations under these Terms or a Production Schedule.

CMA Media's failure, delay or neglect to enforce a term of these Terms is not to be taken as a waiver of that term or CMA Media's rights, or a consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

These Terms may only be amended or varied by written agreement of the parties.