

Terms of Service

Dead Pixel Films Ltd

Company No. 10733610

The Sharp Project,
Thorp Rd, Manchester
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DEAD
PIXEL

We're a straight-talking bunch at Dead Pixel Films. But whilst we prefer to spend more time behind the camera making cool videos, and less time getting legal, we do like to do things properly, efficiently and transparently.

So, here's our Terms of Service just so that we're all on the same page (six pages to be precise).

DEFINITIONS

- **Dead Pixel Films Ltd** - that's us, but hereafter referred to as Dead Pixel.
- **Client** - that's you: the business, organisation or person who engages Dead Pixel to carry out the work of the project, production or video on their behalf.
- **Project / Production / Video / Goods** - the end production, event or video which is ordered and used by the client.
- **Contract** - a written arrangement agreed between Dead Pixel and the client in the form of a purchase order, written brief and/or email confirmation to proceed with the project.
- **SoW** - is a statement of work. This is something that, depending on the size of the project, we may require you to sign prior to commencing work in order to agree specific and unique requirements to that project.
- **Third Party** - any company, organisation or person not affiliated with or controlled by Dead Pixel or the client.

THE DETAIL

1. Costs, Payments & Charges:

- a. Acceptance of any financial quotes received from Dead Pixel and/or the issue of a purchase order from the client to Dead Pixel, is acceptance and agreement of the Terms and Conditions in this document, which forms the contract between Dead Pixel and the client.
- b. All financial quotes are valid for thirty (30) days unless otherwise agreed or stated.
- c. Costs will be discussed during the scoping of the project and provided as a final quote once the type and length of production has been identified (as well as time spent on pre-production, production and post-production). Complex projects may require the client to sign a SoW to agree project specifics.
- d. Any additional costs to the production will be notified, agreed in writing and charged accordingly to the client.
- e. Production fees shall be exclusive of disbursements and expense items related to the agreed project such as postage, overseas telephone charges, disc or tape duplications, creation of audio & video streaming files, travel, accommodation,

subsistence and similar items which will be invoiced to the client on the relevant project, or separately as necessary.

- f.** If a project requires additional content, this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.
- g.** Dead Pixel reserves the right to not commence work on any project until a signed purchase order or equivalent document has been provided by the client.
- h.** Before any work can be commenced, the client's requirements must be clearly provided in the form of a written brief to Dead Pixel with at least:
 - i.** 48 hours notice on projects that include up to one (1) day of filming
 - ii.** 72 hours notice on projects that include two (2) days of filming
 - iii.** 96 hours notice on projects that include three (3) or more days of filming
- i.** Unless agreed otherwise in writing, Dead Pixel reserves the right to request 50% of the total invoice amount (inclusive of VAT) as a deposit at least fourteen (14) days prior to commencement of any work. If there is less than 14 days between receiving the invoice and the agreed project start date, the deposit must be paid immediately. The remaining 50% shall be invoiced on the day that the first draft video is received by the client.
- j.** All invoices must be paid within thirty (30) days of receipt.
- k.** Late payments are subject to 8% interest, as per government guidelines, at the discretion of Dead Pixel.
- l.** Payment may be made by bank transfer, PayPal or cheque. All cheques must be made payable to 'Dead Pixel Films Ltd'. Bank transfer (BACS) is preferred. BACS (or PayPal) information will be issued at the point of invoice.

2. Cancellations & Terminations:

- a.** In the event of cancellation of a service or termination of the agreed contract, in whole or part, by the client prior to completing the project, Dead Pixel reserves the right to make the following cancellation/termination charges:
 - i.** Cancellation by the client with more than 48 hours notice before a production has commenced may result in a charge being made to cover costs already incurred.
 - ii.** Cancellation by the client with less than 48 hours notice may result in up to 50% of total charge minus any deposit paid.
 - iii.** Cancellation by the client when the production has commenced, or with less than 48 hours notice, may result in up to 100% of the total charge being made.
- b.** Dead Pixel reserve the right to cancel or terminate a contract or agreed project if:

- i. You or your organisation becomes insolvent or subject to bankruptcy proceedings.
 - ii. The reputation of Dead Pixel and anyone connected with Dead Pixel could be damaged.
- c. The client may terminate the contract at any time by written notice of termination, and on settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Dead Pixel unless any other written agreement is reached in advance. This includes any creative and/or pre-production activity prior to filming. The cost of pre-production will have been agreed as part of the quote and is non-negotiable.

3. Liability, Responsibilities & Force Majeure:

- a. Dead Pixel 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 libellous, defamatory or illegal. Should such a submission occur, the client will be advised which information was deemed unsuitable, and requested to amend the information. If the client can show good reason to use the "unsuitable" information, its inclusion may be considered.
- b. Dead Pixel 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 Dead Pixel, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.
- c. Dead Pixel cannot be held liable for loss or damage caused as a result of third party action or failure.
- d. Dead Pixel cannot be held liable to any party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.
- e. Any claims must be made in writing to Dead Pixel 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.
- f. Any contract requiring Dead Pixel 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 Dead Pixel, its servants or agents, as necessary (including the fulfilment of any assets required by Dead Pixel to complete the project).
- g. If a client takes all footage (or any copies of all footage and material) away from Dead Pixel – then it is deemed that the responsibility and safeguarding of the material is then fully passed on to the client. Dead Pixel will then no longer be liable for the footage, and also reserves the right to delete all material and footage associated with the project from Dead Pixel's media server and hard drives at any point in the future. Unless otherwise agreed, automatic offsite backup of your footage will be for a minimum of 3 months after the final delivery date of your

project. After this point your footage may be transferred to our in-house local archive system – which is NOT automatically backed up offsite – and Dead Pixel will no longer be held liable for the long-term safe storage and archiving of your material.

- h.** Unless otherwise agreed in writing, the client accepts Dead Pixel's decisions on creativity within the product(s) or service(s).

4. Illness, Injuries and Preventions

- a.** If any member of the Dead Pixel crew is unable to attend a production or meeting, due to illness or injury, Dead Pixel reserves the right to bring and/or send a contractor in that team member's place - at no further cost to the client.
- b.** If a member of the Dead Pixel crew falls seriously ill or is injured during a production, and filming is unable to continue without them, the following will take place:
 - i.** If injured through the fault of the public or a Dead Pixel crew member: Dead Pixel will reschedule the production free of charge, but the client will pay for any external costs incurred.
 - ii.** If injured through the fault of the client: the client must pay for the cost of the production to be rescheduled, including all external costs.
- c.** If a member of the Dead Pixel crew is prevented from arriving at a production, due to something out of the company's control (e.g. heavy traffic, car accident, weather restrictions etc), the company will do everything in its power to reschedule the production at minimal cost to the client. Any external costs already paid but unable to be moved or refunded (e.g. studio rental, kit hire, additional resource), will be paid by the client.

5. Confidentiality:

- a.** Any confidential or proprietary information which is acquired by Dead Pixel 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, Dead Pixel will sign and adhere to the conditions of any Confidentiality Agreement used by the client. Likewise, the client shall keep confidential any methodologies and technology used by Dead Pixel to supply its product(s) or service(s).

6. Copyright & Ownership:

- a.** In alignment with UK law, when a client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing.
 - i.** For productions commissioned to Dead Pixel, Dead Pixel Films Ltd assigns joint copyright/ownership and in perpetuity usage license for all platforms and territories for any final video edits produced only.

- ii. Unless otherwise agreed in writing, Dead Pixel Films Ltd will retain full copyright/ownership of all RAW assets created and produced for a project commissioned by the client.
 - iii. If you require full copyright and ownership of your material, please contact us to discuss arrangements and terms in writing.
- b. Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of Dead Pixel, and copies will be given over to the client at the discretion of Dead Pixel. Copies of footage can be requested by clients, but this does not mean that project files will be transferred over by default.
- c. Rushes (all RAW filmed footage) are not supplied to the client as standard. Rushes/video files can be supplied for an additional fee equal to 50% of the project's full invoice ex VAT (plus the cost of a hard drive and postage), unless agreed otherwise in writing or via email.

7. Permitted Usage & Restrictions:

- a. A project will only be publicly released by Dead Pixel and the client once both parties (Dead Pixel and the client) approves all content as complete and satisfactory and confirms this in writing.
- b. In consideration of, and subject to, the final payment of full fees due to Dead Pixel by the client, Dead Pixel hereby assigns to the client with an in perpetual, worldwide license to use the accompanying image(s) , sound(s) and video(s) (collectively, "Media,") for permitted commercial purposes, defined as:
 - i. Video, broadcast, theatrical.
 - ii. Advertising, promotion and industry/company communications.
 - iii. As part of a commercial website for promotional or other communication purposes
- c. Usage is only permitted on the channels/platforms originally agreed as part of the original project quote. Any changes in the final platform should be agreed with Dead Pixel in writing and may incur additional costs.
- d. The client may not resell, relicense, redistribute without express written permission from Dead Pixel. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libelous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.

8. Usage by Dead Pixel:

- a. Dead Pixel reserves the right to use any and all footage and content, created for and on behalf of the client as part of the project (in part or in full) in perpetuity and in any medium for marketing and promotional purposes. This includes all RAW files and final videos. The marketing purposes includes, but is not limited to the Dead Pixel website, social media channels, Vimeo account and public business presentations.

- b.** When producing marketing and portfolio content, Dead Pixel will never deface the video or add elements which could affect the client's image - but on rare occasions, Dead Pixel may re-edit the final video based on style, flow and music.
- c.** Dead Pixel retain the right to adapt the final video for Dead Pixel Films Ltd's showreels and portfolio content, unless otherwise agreed in writing with the client.
- d.** Once the client publishes the final/master video into the PUBLIC DOMAIN, it is assumed to be acceptable (unless otherwise stated by the client) for any talent that feature in the video (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in the video for the purpose of the talent's own showreel and marketing use (in whole or part use).

9. Pre-production:

- a.** Some projects may require Dead Pixel to produce work, prior to filming, such as (but not limited to) creative concepts, storyboards, set building and logistical planning. Any pre-production activity will be accounted for as part of the original project scope and quote.
- b.** In the event of a cancellation or scope change, after commencing work on pre-production, Dead Pixel reserves the right to invoice for the work completed so far PLUS any external costs incurred.

10. Production:

- a.** A standard filming day is 8 hours of crew time on-set or at location (including a 45 minute lunch break, but excluding travel time). Any additional overtime required by the project or client on the filming day may be subject to additional costs.
- b.** Filming standards, format and resolutions are agreed on a project by project basis.

11. Post-production:

- a.** On delivery of the final master video, any technical issues encountered in the video will be corrected free of charge by Dead Pixel.
- b.** Dead Pixel reserves the right to quote and charge accordingly for any ongoing and additional post-production incurred outside of the agreed contract. This includes additional requests that were not detailed in writing (email or brief) by the client prior to commencing production.
- c.** Once complete video sign-off has been received from the client in writing and a final master file delivered, any changes to the video beyond that point will be subject to a re-mastering fee. This is to cover the costs of making minor amends, re-exporting the files and processing. The fee will be agreed prior to making any amendments in-line with the Dead Pixel rate card.

For any queries, please contact Kieran@deadpixelfilms.com