



**Version/Date: Version 2.0 02/01/2020**

## **Film, Photography & Multimedia Production**

### **Standard Terms & Conditions**

The following applies to all film, photography & multimedia production services supplied by Wild Dog Limited/Andrew Johnstone.

The following points form the basis of our employment/engagement/assignment, subject to different conditions being agreed to in writing outside the scope of this document.

We enjoy a fair workplace, operate with goodwill and professionalism and hope you view our Terms & Conditions as reasonable. Please negotiate or clarify any points prior to the shoot commencement.

No response via email to these T and C's will be deemed a tacit agreement to them.

### **1. Definitions**

The Company: Wild Dog Ltd/Andrew Johnstone as primary Producer/Director, cameraman, photographer & media producer.

The Equipment: The camera and associated equipment as supplied by the above.

The Crew: additional staff hired by the Company for the successful completion of the Production.

The Client: The Production Company or Agency hiring the services of Wild Dog Limited/Andrew Johnstone and/or hiring camera and associated equipment from the above.

The Production: The media project that the Company is booked to produce or work on.

### **2. Bookings**

Listed rates are subject to change with job specifics.

All bookings are based on a 10 hour day. Overtime will be charged at 1.5 times a pro-rata daily rate per hour.

Discounts can be agreed on longer jobs.

Bookings are from 'bases to base' and exclude travel days which are billed at a ½ day rate. Where air travel is required, the Client will cover the cost of all out of pocket expenses including, but not limited to airline excess baggage costs.

A crew car will be charged at £75/day +VAT for all UK based assignments, plus mileage at [UK government rates](#) of £0.45/mile +VAT.

Registered Office: Wild Dog Limited, Queens House, New Street,  
Honiton EX14 1BJ, United Kingdom

Tel: +44 1392 580 964 • E-mail: [info@wilddogworld.com](mailto:info@wilddogworld.com) • [www.wilddogworld.com](http://www.wilddogworld.com)

A company registered in England and Wales number: 4090873

VAT number: GB 774 2663 07



Additional equipment can be hired in as required, but the Company retains the right to charge a 20% handling fee for acquiring additional equipment on behalf of the client.

Bookings are subject to availability and will be confirmed at the time of booking. 'Pencil' or 'provisional' bookings can be cancelled by either party.

A Pencil is considered **Confirmed** 48-hours prior to the day of the booking unless cancelled or negotiated. These times are measured by business days, excluding weekends & public holidays.

The onus remains with The Client at all times.

Cancellation are recorded via personal contact or recorded message on mobile telephone +44 7899 921 667, with email ([info@wilddogworld.com](mailto:info@wilddogworld.com)) and SMS (+44 7899 921 667) as a secondary method.

Once confirmed, Cancellation Fees apply at the rate of 50% within 48 hours and 100% within 24 hours of the day of the booking. These times are measured in business days, excluding weekends and public holidays.

The Cancellation fee will be based on the total day rate that would have been charged for labour and kit combined. Any additional fees and expenses incurred by the Company (flights, hotels, car hire etc) on behalf of the Client will also be refunded by The Client in full in the event of cancellation.

### **3. Digital Media**

The Client will supply all digital media cards to be used on the production.

Where the Company is required to supply digital media cards, every effort will be made to ensure that these cards are in good working order. However digital media does sometimes fail and in the event of this happening and any subsequent loss of shooting data, the Company will not be held liable. The Company will agree to reshoot any lost material at 30% of the agree budget, plus any additional out of pocket expenses, such as, but not limited too Hotels, car hire, crew, equipment etc. These extra costs should be covered by the Client's production insurance.

The Company undertakes to backup all daily shoot rushes to Hard Disk at the end of each shoot day to minimise the risk of losing material.

### **4. Film Equipment**

The Company gives no warranty The Equipment is fit for any particular purpose.

The Company does warrant that The Equipment supplied is serviced and maintained regularly by proficient service agents to ensure industry standards are met.

The Company recommends that critical backup equipment to be on hand or available nearby and that The Client's production insurance covers mechanical breakdown.

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The Company shall not be liable for failure to perform due to the inability to obtain materials, shipment delays, acts of God, adverse weather conditions or other conditions beyond the control of The Company.

Mechanical breakdown should be covered in the Client's Production insurance. Due to the cost of discovering the cause of faulty integrated circuits, the actual cause of some breakdowns cannot be traced.

The Company warrants that at the beginning of the shoot "dead" pixels will be masked by appropriate in camera technologies. The Company takes no responsibility for "dead" pixels appearing during the course of the shoot.

The Client agrees that HD and 4K monitoring is inadequate using a viewfinder alone and The Company cannot be held liable for poor focus or non-sharp material, interference, video "noise" or any other fault that cannot be seen on field monitoring equipment.

## **5. Workplace**

A safe workplace is maintained at all times where possible. All personnel reserve the right of refusal.

Minimum 11 hour turn around/break/rest as per European Working Time Directive EU legislation for all crew is a requirement of booking.

Productions planning to shoot in hostile environments must advise The Company prior to confirmation. Such environments include exposure to sand, salt, water, dust, biological and chemical agents, civil unrest and declared hostilities.

The Client must notify The Company of all reasonably foreseeable risks related to the job.

Equipment damage caused by handling by unauthorized persons or the actions of persons associated with and or employed by the Production will be charged to The Client. Authorization to handle is restricted to senior persons in the camera, sound, lighting & grip departments.

On location, all crew should have access to catering/welfare facilities, be suitably catered for by Production or Crew to be informed of special requirements prior to the shoot.

Opportunity for a meal is due every five hours, with an hour's overtime charged per missed opportunity to break and refresh.

The Company reserves the right to refuse without penalty to mislead members of the public, contributors or authorities. The Client is strongly advised to declare any likelihood of any such method of operation before shooting commences.

In the event of imprisonment, capture, kidnapping, confinement other than for actions considered criminal in or under UK law, The Client will be liable to continued payment of equipment rental and crew labour fees beyond the contract period of engagement.

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Labour fees will be limited to the daily rate without overtime until such time the release of or the declaration and or presumption of death of the crew by the UK Home Office and their UK government counterparts overseas. In the event of premature declaration, payments will be made up to the release of the crew or in the case of death, UK Home Office forensic opinion on date of death.

Neither The Company or The Equipment supplied may be assigned to a third party or engaged by the Client to work on any other project.

## **6. Insurance**

The Company has Employer Liability, Public Liability, equipment & Drone insurances. The policies are available for inspection by Clients on request. Upgraded project specific production insurance for can be provided if required and upon request.

The Client is responsible for all insurance for the Production.

The Client agrees to fully insure The Equipment against all risks including terrorist acts, customs/govt. agencies, civil commotion, war, military and paramilitary action.

It is strongly recommended that the client's insurance covers subsequent loss of hire/continuation hire charges.

In the case of lost, damaged, impounded, borrowed or stolen equipment, The Client shall pay The Company an extra hire charge until such time as the original equipment referred to is appropriately replaced, repaired or recovered. Any extra hire charges shall be paid by The Client or their agents to The Company for up to 13 weeks. After 13 weeks equipment will be replaced on a new for old basis.

In the event of any claims covered by production insurance for losses against equipment or vehicles supplied by The Company used pursuant to location filming, these claims will be made on a new for old basis only and will be settled as such.

The Client is responsible for all damages and losses under their insurance if equipment supplied by The Company is left unattended/unsecured in the care and custody of their production team members only. This provision also extends to the vehicles supplied by The Company.

## **7. Additional Terms**

All video production services will be provided by The Company.

Where a Production requires additional crew, the Company will sub-contract this work to one of their trusted suppliers and these suppliers will comprise The Crew for the Production.

All Terms & Conditions outlined in this agreement, except those pertaining to the management of the Production by the Company shall also apply to the crew. These include, but are not limited to day rates, film equipment, digital media and workplace.

## **8. Production Process**

The standard production process is as follows:

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- Agreement
- Pre-production & Script agreement
- Production
- Review
- Final Cut
- Final Delivery

The Client agrees to one complete review of the final rough cut of any Production prior to the Final Cut & Delivery. Any changes requested beyond this point will be chargeable at the Company's standard day rates.

### **9. Editorial Control, Confidentiality & Copyright**

If the Client is not present during the shoot then the Company's interpretation of the brief is deemed acceptable to the Client. There is no right to reject on the basis of style or composition. In the event of any rejection, fees payable to the Company are 100% of the agreed fees.

Where possible all shooting scripts will be approved by the Client in advance. In the event that this is not possible Company's interpretation of the brief, the script and film/artistic direction and is deemed acceptable to the Client.

The Company agrees to keep the contents of the Production confidential where possible. However, on Productions where the Clients has requested that Social Media (Twitter, Facebook etc) is used to promote the Production during the production process, The Company cannot be held liable for any breaches of confidentiality on any matters pertaining to the Production or the context of that Production.

The Company retains all copyright and Intellectual Property Rights to all content (film, video, photography & final edited materials) supplied to the Client from the production.

Subject to the Client paying all Charges in connection with the Production, the Company hereby grants the Client, with effect from Final Delivery, a perpetual, non-exclusive, royalty-free, non-transferable, right to use the video (including any DVD of the video) World Wide for broadcast, for the promotion of your business, in internet advertising, on websites, on your own premises and at trade or industry events.

Permission to use the Photographs for purposes outside the terms of the Licence to Use will normally be granted upon payment of a further fee. Any future changes/extensions to the Licence to Use must be negotiated with The Company. Any unauthorised use of Photographs will be charged at the maximum percentage stated in the Association of Photographers' re-usage guidelines and this will supersede any previous estimate.

The Company will not be obliged to provide the Client with any raw or uncut footage captured during the Production, or any photographs that have not been approved for the Production by the Company.

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The Company retains the right of first refusal for all reedits to the content produced for the production at agreed market rates.

#### **10. Performers and Contributors Release & GDPR**

At all times the Company advises and recommends its Clients to use and administer Performers and Contributor Release Forms. No liability will be accepted by the Company for any Performer or Contributor costs or if the production has to be revised due to a Performer or contributor refusing permission to show their image or use their contribution or performance in whatever form.

The Companies GDPR policy can be seen here.

<http://www.wilddogworld.com/gdpr-privacy-policy/>

#### **11. Payment Terms**

All fees and expenses are subject to UK VAT at the prevailing rate.

For all new clients and for all substantial projects (ie. Projects that involve more than 2 days work), the following payment terms are applicable:

- 30% of fees & expenses due on signing of agreement & prior to commencement of production
- 50% of fee & expenses due on completion of principal photography
- Balance on delivery.

Payments due on receipt of invoice and to be paid net of bank charges to:

Bank Account:	HSBC, 250 High Street, Exeter, EX4 3PZ UK
Account Name:	Wild Dog Limited
Account Number:	12600013
Sort Code:	40-20-30
IBAN:	GB09MIDL40203012600013
BIC:	MIDLGB22

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