

## TERMS AND CONDITIONS

### **1. DEFINITIONS**

In these conditions "ACL" means "Activideo Communications Ltd", "the client" means the person or company using the services of ACL.

### **2. INCORPORATION OF CONDITIONS**

These conditions are the only terms or conditions on which ACL gives quotations, accepts orders, or supplies services. If invoices are not queried within 2 weeks from the date on the invoice they are deemed to be accepted. No variation of these conditions shall be effective unless made in writing and signed by both parties.

### **3. ORDERS**

A contract shall exist between the parties only upon ACL accepting the client's order in the form of a purchase order from accounts or an email specifying the detail of the job and amount or detailed contract. Without documented confirmation of acceptance from the customer and payment of the first instalment, work cannot commence.

### **4. PAYMENT**

Payment is cash on delivery for small items, If a client wishes to open an account, credit terms for the account can then be agreed.

Any estimate or quote is based on the published [rate card](#). 60% up front payment based on an estimate is followed by a balancing payment on delivery. For budgets of £20,000 or above if you wish to ease cash flow, 25% on commission, 25% on completion of the shoot, 25% on delivery and 25% 30 days after completion.

Payment for services provided by ACL shall be due within or on the due date (14 days unless a different period is negotiated). If the client has a problem meeting the maximum payment period, he or she should contact ACL immediately. ACL understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. Interest will be calculated on the outstanding balance (including interest), such interest compounding and being added to the outstanding balance at weekly intervals.

Persistent problems with payment will result in the debts being collected by our collection agency and will result in additional expense to the client.

### **5. COPYRIGHT**

All copyrights, design rights, moral rights and other intellectual property rights of whatsoever nature in any and every country of the world without limitation as created, made or produced by ACL in connection with providing services to the client shall belong to ACL absolutely. Permission to exhibit or use the copyrighted video/film/audio footage supplied by ACL to the client in any way is only granted upon full payment of any outstanding balance due to ACL. For non-ACL originated copyrights or usage licenses acquired on behalf of and at the request of the client by ACL, the client accepts full responsibility for ensuring all rights/license conditions and payments are met and fully maintained. We retain the right to use footage or edited programmes for self-promotion in marketing material including the web site. Activideo Communications Ltd retains copyright of the shot footage unless specifically negotiated; the client will then store and manage tapes or digital files themselves. If the client decides to use another supplier then files/tapes can be transferred to the new supplier at a cost decided by Activideo. Copyright of the edited programme is transferred to the client when payment is made. Activideo reserve the right to use footage for promotional purposes.

### **6. TAPE/DATA STORAGE**

The normal process is copying of master clips to protected storage, backup to LTO7 and storage of these off site. So two copies exist until the project is complete, then just the archive and customer supplied copies exist.

ACL accept no responsibility for the loss of valuable rushes or masters. Safety dubs should always be taken and separate storage locations used at extra expense. However for client convenience we will retain tapes/data and take all the care we can of them. Contact us for updates on workflow. For high value assets a custom strategy for the job should be formulated. To maintain storage space we reserve the right to return tapes at any time to clients.

We reserve the right to change these terms and conditions at any time.  
The most up to date version is available in the help section of the website.

Please contact us to check for the most up to date information.