

## **TERMS & CONDITIONS**

### **1. DEFINITIONS**

- a) The term "Company" shall mean Surfr Ltd.
- b) The term "Client" shall mean the person, firm, agency or company to whom the purchase order/invoice is issued.
- c) The term "Products or Services" shall mean any product or service that is provided by the Company to the Client.
- d) The term "Contract" shall mean the agreement formed between the Client and the Company when an order is received from the Client. An order may be in written, verbal or electronic form.

### **2. SUPPLY OF PRODUCTS OR SERVICES**

- a) Surfr Ltd agrees to supply the products or services to the Client as detailed in the Order/Invoice and according to this Terms of Service.
- b) In accordance with the 'supplied' quote Surfr Ltd hereby agrees, subject to the terms hereof, to perform all pre-production, production and post-production services necessary to complete the Video and to deliver the Video in accordance with Surfr Ltd promotional materials, discussions held and quotes supplied, including;
  - 1) The supply, provision and application of technical knowledge and expertise necessary to produce the Video.
  - 2) The preparation of script for narration, when required, unless otherwise agreed to be supplied by Client - which must be duly agreed signed off and returned by Client to Surfr Ltd to confirm that the recording may begin.
  - 3) The preparation and production of background music, unless specifically requested to be supplied by client.
  - 4) The engagement of crew, studio and other necessary facilities and services required for the production of the Video.
  - 5) The supply, provision and application of all above and below the line pre-production and production materials, services, equipment, and all other elements and personnel necessary to produce the Video (herein for convenience, collectively referred to as "Services and Facilities"), including, without limitation, all necessary audio visual equipment and production personnel.
  - 6) Additional wardrobe, props, special effects and cast members will be quoted in writing as an additional cost and service prior to production commencement.

c) Video productions master copies will be either posted online or shipped to client within approximately 60 days from final day of production shoot unless otherwise specified in writing or e-mail and or delayed by extended amendments, late script approvals and / or late supply of documentation and artwork by client and / or other circumstances beyond the control of Surfr Ltd.

### **3. REVIEW STAGES & DELIVERY**

a) Review of Script: Each Script will be supplied to the Client for one review and / or amendment and approval with final sign off prior to recording. All requests for amends must be made in writing or e-mail. Additional reviews are liable to incur charges at the discretion of Surfr Ltd as set out in each quote or contract. Failure to confirm approval of script within the agreed period will result in recording and production to final edit regardless and rights any further review of such shall be void.

b) Review of Video: A final copy of the video will be posted for online viewing (length permitting) or alternatively a hard copy USB or similar (for which shipment and cost is payable of which Surfr Ltd will provide receipts) will be supplied to Client for one review and opportunity of amendment of the final product. All requests for amends must be made in writing or e-mail. Additional reviews are liable to incur costs at the discretion of Surfr Ltd as set out in each quote or contract.

c) Surfr Ltd requires the Client's written approval of any final edits. The Client agrees to cover any additional costs incurred by changes advised thereafter. Failure to approve or make amendment requests on final product within 30 days of film delivery, will be understood as confirmation of approval of final video and will result in final edit regardless.

### **4. RIGHTS RESERVED**

Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing the Company with an Order, the Client accepts these terms and conditions.

### **5. PAYMENT**

a) All estimates include all relevant taxes.

b) All estimates are valid for 30 days from date of issue.

c) Estimates prepared by the Company are accurate at the date of issue; however, if additional editing is required the Company will notify the Client in writing of any additional costs that might be incurred due to changes/additional work requested by the Client.

d) In circumstances where a deposit is required to be paid by the Client, this must be paid before commencement of the agreed work.

## **6. BOOKING PROCEDURE**

- a) Calendar permitting, the Company agrees to pencil in dates at no obligation from/to the Client and/or the Company.
- b) Where a deposit is agreed, to confirm availability and secure a booking, the Company requires payment of 50% of the quote no later than 14 days prior to filming day.

## **7. WORKING HOURS**

- a) A full Filming/Production day entails 7 hours, including travel to filming location, set up and take down of equipment.
- b) Sunday and Bank Holiday bookings incur in a 20% surcharge on the daily rate.

## **8. EXPENSES**

- a) Surfr Ltd retains the right to charge expenses incurred in providing the products or services subject to presenting the Client with receipts/proof of expenditure. All expenses are charged at cost plus 20%.
- b) Surfr Ltd reserves the right to postpone, extend or reschedule video or photography shoots due to unfavourable weather conditions, in which circumstances accommodation for extended stays will be supplied, however the original production quote and cost will not be affected. However additional costs may be liable if Client delays or reschedules a shoot which causes the extended hiring, re-hiring of additional or alternative crew than those used on the originally planned shoot.
- c) Surfr Ltd is not responsible for re-shoots and / or re-edits due to subsequent property re-modelling, renovation, inclement weather or program and product changes within the same production and quote.

## **9. CANCELLATIONS**

In the event of cancellation or delays prior to an agreed filming date Surfr Ltd reserves the right to charge the Client the below:

- 1) Up to 48 hours before: 15% of filming cost is payable
- 2) Between 48 and 24 hours: 50% of filming cost is payable
- 3) Within 24 hours: 100% of filming cost / livestream is payable

## **10. LATE PAYMENTS**

Surfr Ltd reserves the right to charge interest on invoices overdue at an annual rate of 5% above the Bank of England reference rate covering the six-month period in which the invoice became due.

## **11. LIABILITY**

Surfr Ltd accepts no liability for any loss or damage that may arise from the supply of the products or services. In the unlikely event of Surfr Ltd being unable to supply the products or services as specified in the Order/Invoice, liability shall be limited to the total invoice value – or monies already paid by the Client. The Company will not be liable to provide replacement services.

## **12. CARE AND DAMAGE TO CLIENT PROPERTY**

Whilst every care is taken in the handling of the Client's property, Surfr Ltd accepts no responsibility whatsoever for any loss or damage due to unforeseen circumstances whilst in the custody of the Company. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

## **13. RIGHT OF ASSIGNMENT**

Surfr Ltd retains its right to assign the supply of the products or services to the Client to another suitable company should they be unable to complete the commission under these Terms of Service.

## **14. FILMING PERMITS AND INCLUSION OF COPYRIGHT MATERIAL**

- a) The Client will ensure that permission is sought for the inclusion of any copyrighted material they supply to the Company to enable them to deliver the products or services.
- b) The Client agrees to indemnify Surfr Ltd in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Client.
- c) The Client will ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying products or services.
- d) Local Permits and Passes: Client is responsible for obtaining and payment of relevant local permits and permissions to film any part of the production listed as a required part of their final product. Failure to obtain such permission and therefore not film such items shall not give right to the cancellation or non acceptance of final product by the Client.
- e) Release Forms / Advice Notice: It is the responsibility of the Client to inform guests and workers present on the property to be included in the production of the filming and to obtain the relevant release forms duly signed by guests or staff where necessary by distribution of notice of filming. Such forms are available from Surfr Ltd.

## **15. HEALTH & SAFETY**

Surfr Ltd reserves the right not to film in dangerous or unsafe situations. The Company and Client will observe current Health & Safety regulations and have due consideration for the safety and welfare of staff and the general public.

## **16. COPYRIGHT**

a) In consideration of, and subject to, the final payment of full fees due to Surfr Ltd by the Client, the Company hereby assigns to the Client with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.

b) Surfr Ltd reserves the right to display parts of the Clients' video or photographs on the Company's website and social media platforms unless otherwise agreed during the booking process.

## **17. CONFIDENTIALITY**

Unless otherwise agreed Surfr Ltd will treat any information gained during the supply of the products or services as being private and confidential. Likewise, the Client shall keep confidential any methods or technology used by the Company to supply the products or services.

## **18. GOVERNING LAW**

These Terms of Service and any accompanying letter and/or contract are governed by the laws of the United Kingdom.