



ESCAPE FILMSTM

General Terms of Engagement - 09/2021

“Escape Films NZ” or “the Videographer(s)” means Escape Films.

“The Client” means any business, person or contractor who uses our products or services.

Payment of deposit or signed terms of service agreement (whichever comes first) will be used as an acknowledgement of agreement to these Terms of Engagement.

1.1 The Agreement

All moving creative media services are performed strictly on the basis of the terms and conditions listed in this agreement.

1.2 Quotation Terms

All prices exclude GST (unless otherwise stated) and are valid for 14 days and thereafter are subject to change without notice.

Escape Films reserves the right to levy additional hourly, half-daily or daily charges for the use of our crew or equipment if the agreed time frame is exceeded unless this is due to an error on our behalf.

1.3 Payment Terms

Payment is to be made by cash, cheque or bank transfer. All cheques are to be made out to Escape Films and direct credits are to be made to Escape Films' bank account. Upon acceptance of a quotation, a 20% deposit becomes due immediately; up to 72 hours before any work commences. The remaining balance of payment (80%) is due within 14 days following the delivery of the completed product unless otherwise agreed.

ESCAPE FILMS
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For any job, Escape Films reserves the right to require a "cash upfront" payment in full before the commencement of any work irrespective of whether the client is new, existing or has received different payment terms in the past. For large or long projects, progress payments may be required.

In the scenario of a last-minute callout (within 48 hours of work commencement), a late fee will apply, and a 50% deposit will be required within 24 hours of engagement. The remaining 50% is to be paid within 14 days following the delivery of the completed product.

1.4 Cancellation

A postponement fee of \$100+GST will be charged for all bookings postponed within 48 hours of the booking date.

A cancellation fee of 15%+GST of the quoted fee will be charged for all bookings cancelled within 14 days of the filming date due.

The Client also accepts full responsibility for all additional charges incurred relating to the cancellation. These may include but are not limited to actor's fees, crew time, equipment hire, venue hire, pre-production planning and all work previously undertaken and in progress by Escape Films. Should a cancellation occur due to force majeure / acts of god, then the parties shall negotiate in good faith regarding cancellation fees.

1.5 Travel and Additional Costs

Travel, parking, administration time and general disbursements will appear as a separate line item on all quotations and will be an estimate of expected costs to be incurred.

An "Out of Christchurch" fee of \$200.00 per night per person will be charged where crew are required to stay overnight to meet the Client's booking requirements. All flight expenses for bookings out of Christchurch will be charged at the client's expense. All booking arrangements are to be discussed and agreed with the Client.

Depending on the circumstances, there may be additional charges and the Client(s) will be advised before any variation to the contract is agreed or accepted.

1.6 Substitution

In the unlikely event of serious personal injury or emergency circumstances beyond the control of Escape Films, a substitute videographer, subject to the acceptance by the Client, may be dispatched to fulfil the obligations of videography herein contracted. If securing a videographer is not possible, or if the Client declines such substitution, total liability of Escape Films is limited to the refund of any deposits paid and any monies paid toward the final cost of the moving media product.

1.7 Filming

Any variations in the times, dates, or to the planned event that may impact on the contract should be communicated to Escape Films as soon as possible.

Escape Films will abide by all rules of the facility and/or directions of staff (if applicable) and/or facility coordinator(s) in regard to camera set-up and will not be held responsible for absence of certain shots due to such rules and/or directions.

Escape Films will endeavour to protect the safety of their staff and interested parties. Any shot, location or action on set that is not deemed as safe, may be terminated at the business's discretion. Escape Films reserves the right to remove any individual or group from set/location that is causing distraction and/or deemed dangerous to the crew and/or artists.

We use broadcast quality well-maintained equipment, however we will not be liable for any radio signal losses, battery failures, equipment failure and/or material defects, which are beyond our control. In the unlikely event of a total video failure our liabilities are limited to a refund of all monies paid by the Client(s).

Every effort is made to ensure perfect colour and lighting reproduction, but certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, and low lighting conditions.

With these factors beyond our control, we will endeavour to produce the best pictures possible.

The handling of all production equipment is to be carried out by the selected crew of Escape Films unless prior arrangement has been made. The company shall be entitled to recover any losses for damage incurred by the client. The client will not do any act or thing whereby any insurance in respect of the equipment may be prejudiced in any way.

1.8 The Edit

Escape Films videographers will always consider the requirements and desires of the client in terms of video capture, editing, and style, but reserve the right to use their professional opinion in any circumstance. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Client(s) wishes.

The Client has viewed samples of Escape Films's work and is completely satisfied with its quality and with Escape Films's video production capabilities and artistic style.

Escape Films will provide the client with two opportunities for revision at the approval stage, at no additional cost. Further revisions/change required will incur further fees, to be addressed by Escape Films on a pro-rata basis.

1.9 Acceptance of Finished Product

The Client(s) shall within seven (7) days from the delivery of the finished product give electronic or written notice to Escape Films of any respect in which it is alleged that the finished product does not comply with the Contract. Subject to any such notice, the finished product will be deemed to comply with the Contract in all respects.

1.10 Outstanding Payment

Escape Films reserves the right in the event of the Client failing to pay for the production or service to provide relevant details to a debt collector or agency for the costs incurred. Interest may be charged on any amount owing after the due date at the rate of 2.5% per 7 days. Any expenses, disbursements and legal costs incurred by Escape Films in the enforcement of any rights contained in this contract shall be paid by the client, including any reasonable solicitor's fees or debt collection agency fees.

1.11 Confidentiality

To protect the interest of both parties, any information relating to any production and video concepts remain confidential and should only be discussed with the company's crew, promoter and artist/s.

1.12 Storage & Ownership

All project files, (including, but not limited to: compressed raw footage, audio, graphical assets) will be stored for 6 months and remain the non-exclusive property of the client if payment has been received in full. Following 6 months, any project files may be deleted at Escape Film's sole discretion, unless a prior agreement has been made (which would be addressed in writing).

Escape Films will hold joint rights to all intellectual property gathered at the event and reserves the right to use all and any digital content gathered through the project for display and/or promotional purposes.

Generic cut-away footage (scenery & tasks) non-specific to the client acquired during the course of shooting may be used as stock footage.

1.13 Music Licencing

Escape Films will provide licensed music for the project if required. Unlicensed music if used in a video may not be used in a public domain. The client agrees to indemnify and not hold Escape Films responsible for any action resulting from the use of unlicensed music.

1.14 Credit and Promotional Use

Escape Films may name or refer to Client as Escape Films' client on materials and products for the purpose of promoting Escape Films' business as it reasonably determines, and generate its own publicity relating to the Services or Work, subject to informing the Client beforehand and accommodating any limitation where possible.

The client grants Escape Films the right to use any Work or samples of any other works produced by it for Escape Films' promotional purposes, subject to informing the Client beforehand and accommodating any limitation where possible.

The client agrees to provide Escape Films with samples of the Project or final works comprised within it, at no cost and for use in Escape Films' portfolio, showreel and other promotional materials.