

Terms of Service



We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong.

In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is to ensure the safety of both parties, now and in the future. CLIENT is hiring U.Prism to produce the content as described in project details as outlined above for the price quoted.

What do both parties agree to do?

As our client, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project, including but not limited to, text, images and other information as requested, and in the format required.

You agree to review our work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials/information or

have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

Video Production

We will create designs and concepts for the look-and-feel, of your video. This includes any text overlays that are included in the quote. All information regarding the PRODUCTION needs to be submitted to UP before the first filming day. Any omitted information or additional information regarding the PRODUCTION given after the first day of filming may cause changes to the final project. In the unlikely event of this occurring UP will re-quote the project adding the additional information in the quote and will adjust the price if required.

Text content

We're not responsible for writing any text content unless we specified it in the original estimate. Please double check the spelling and accuracy of text supplied as corrections, which are not picked up until after the final edit has been completed, may incur additional costs that will be the responsibility of the CLIENT.

Stock Footage & Photography

If stock photography or video is to be used we will search out appropriate photos from various stock sources. Any and all cost for stock content will be billed at cost to client, unless specified as included in our quote. Any proof revisions due to incorrect or undesired stock content will not be subject to any additional charges.

Changes and revisions

Within our quote we will have outlined the number of post-production amendment rounds, wherever possible we do our best to make alterations to the edit at no extra cost, but if the changes are extensive or different from our initial agreement we will inform you and provide an amended quotation that specifies the amount required to carry out the additional editing.

Along the way we may also ask you to put alterations requests in writing so we can keep track of changes and ensure accuracy of additional edits.

Technical support

If you have any problems implementing the video to its final destination we can

provide technical advice and assistance if required (Unless otherwise stated in the quote).

Legal stuff

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

You guarantee to us that any elements of text, graphics, photos, videos, designs, trademarks, or other artwork that you provide us for inclusion in the web site or video production are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all final edited files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them, we do our best to hold on to files for as long as possible after the completion of a project but cannot provide any guarantees after/or the agreed delivery date or where stated otherwise. Please make us aware before a project begins if you require all raw footage and we will add the appropriate storage costs to our quotation.

You also own text content, photographs and other data you provided, unless someone else owns them (copyright release required.) We own the PRODUCTION and license it to the CLIENT for use in perpetuity in its finished form. Any alterations or edits to the finished video must be agreed in writing, and doing so without this permission nullifies the licence agreement.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in blogs about video production (unless otherwise specified in our correspondence).

Disclaimer:

In the unlikely event that digital files have been lost, stolen or destroyed for reasons beyond our control, including but not limited to camera, hard drive, or equipment malfunction, we will make every effort to reschedule the date of production. If this is

not possible, the Client will receive their deposit payment in full.

In the unlikely event that we're unable to attend production because of injury, illness or extreme emergency we will make every effort to reschedule the date of production. If this is not possible, the Client will receive their deposit payment in full.

If you (Client) are unable to attend for reasons beyond your control, we will do our very best to arrange another date for you.

The deposit is there to secure from last minute cancellations and no show, it is non-refundable should the Client cancel the production with less than 72 hours notice to the Urban Prism Media. Wherever possible we do our best to accommodate changes and reschedule, all within reasonable notice and circumstances.

Payments

We are sure you understand how important it is that you pay the invoices that we send you promptly. We will issue an invoice upon signing of this contract for 30% of the total cost, as a secure deposit. This needs to be paid prior the start of the works. All other invoices to be paid within 30 days period. On delivery of the final video content we will issue an invoice for the remaining project cost, again with a 30 day payment period. Failure to complete payment within this time scale may lead to additional costs being incurred at statutory rates.

This contract is not transferable and becomes void upon completion of final project. If this contract is terminated by the client for any reason other than non performance Urban Prism Media or reasons stated above will result in full payment of the services provided to the date of termination. This contract stays in place and need not be renewed.

