



**GENERAL FILM
TERMS OF SERVICE AGREEMENT**

On acceptance of this quote a 25% deposit is required before the commencement of production.

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

The Legals

"Gordon Duff" or "Gordon Duff Photography" is a trading name and means Gordon DUFF - registered sole trader.

"The Client" means any business or person who uses our products or services.

1.1 The Agreement

All moving media creative 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.

Gordon Duff 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 during filming.

1.3 Payment Terms

Payment is to be made by cash, cheque or bank transfer. All cheques are to be made out to Gordon Duff and direct credits are to be made to Gordon Duff's bank account. Upon acceptance of a quotation a 25% deposit becomes due immediately and before any work commences unless agreed otherwise. The balance of payment (75%) is due 7 days following the delivery of the completed product unless otherwise agreed.

When undertaking work in collaboration with our preferred Marketing Agency KO Marketing NZ Limited, 25% deposit may be collected by the agency, however, all liability and payment is transferred directly to Gordon DUFF.

GORDON DUFF

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For any job Gordon Duff reserves the right to require a "cash up front" 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.

1.4 Cancellation or Postponements

A postponement fee of \$500.00 will be charged for all bookings postponed within 48 hours of the booking date.

A cancellation fee of 75% of the quoted fee will be charged for all bookings **cancelled** within 28 days of the filming date due.

The Client 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 Gordon Duff. 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.

Our rate per km is \$0.50, and is calculated after filming is complete.

An "Out of Canterbury" 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 Gordon Duff, 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 Gordon Duff 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 Gordon Duff as soon as possible.

Gordon Duff 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.

Gordon duff 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 company's discretion. Gordon Duff 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 Gordon Duff 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

Gordon Duff 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 Gordon Duff's work and is completely satisfied with its quality and with Gordon Duff's video production capabilities and artistic style.

Gordon Duff will address any minor amendments requested by the Client at the approval stage, at no additional cost. Changes to the finished product to accommodate aesthetic, personal tastes or a "change of mind" will result in additional fees and will be addressed with the client on a case by case 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 Gordon Duff 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

Gordon Duff 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 month or part month. Any expenses, disbursements and legal costs incurred by Gordon Duff 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 Music Licencing

Unlicensed music if used in a video may not be used in the public domain. The client agrees to indemnify and not hold Gordon Duff responsible for any action resulting from the use of unlicensed music.

1.13 Storage & Ownership

All project files, (compressed raw footage, audio, graphical assets) will be stored for 3 months and remain the property of the client if payment has been received in full. Footage retrieval and delivery may however incur a fee. Following 3 months of storage the client will be contacted and for a fee the footage will remain in storage for a further 12 months. Generic cut-away footage (scenery & tasks) non-specific to the client acquired during the course of shooting may be used as stock footage.