



**Known as RCM**  
**STANDARD TERMS AND CONDITIONS**  
**SUPPLY OF SERVICES**

**PLEASE PRINT/SAVE A COPY OF THESE FOR YOUR RECORDS**

By agreeing to contract Robin Creative Media Ltd (RCM) to supply services for the client who is paying for services, (in writing or email), the client is confirming that the following terms and conditions have been read, understood, and agreed to.

If the client would like to discuss a variation to these due to organisational requirements, please contact RCM.

Should the client choose not to enforce any or all these terms and conditions, it should not be interpreted as a waiver of any of RCM's rights. By entering into a contract with RCM the client accepts these terms and conditions wholly.

## **Definitions**

**Robin Creative Media** Ltd thereafter referred to as RCM.

**Client** – The organisation or individual which enters a written agreement with RCM for the supply of services by RCM, to deliver content, or production, or video, or photographs, or project, or a service on their behalf.

**Supply of services**– Content or production, of video, or photographs, or project, or a service; the product or activity contracted by and for the client to be undertaken by RCM.

**Contract** – A written arrangement agreed between RCM and the client in the form of an email agreement, approved quotation, service schedule, written brief, purchase order, production agreement or contract agreement approved by a person with appropriate authority from the client organisation.

**One day's work** – 8 hours of client time. A single full day includes a 30-minute lunch and any statutory breaks but excludes travel time which is chargeable at the quoted rate. Additional time required by the project or client on a filming day will be subject to additional costs.

**Half-day's work** – 4 hours of client time.

**Hourly rate** – 60 minutes of client time.

**Milestones or deadlines set by the client** – RCM will schedule work time around these, and if the deadlines are changed by the client this may result in additional charges to the client as the change may generate additional costs to RCM.

**Travel costs** – Itemised in quotes in detail but may be subject to change dependent upon local conditions at the time of service delivery, for example taxi costs may be higher or lower than quoted. Actual costs will be invoiced; including, but not limited to, parking, congestion and local fees, train fares, taxis, and flights, are charged at cost in addition to our service rates. Travel by car is charged at the full HMRC allowable rate for mileage, plus costs. Travel time charges to get to film locations are itemised on quotes.

**Start and finish times** – RCM is flexible with shooting times to meet the client's needs, however, early starts or late finishes could include chargeable overnight accommodation and subsistence costs to ensure the RCM staff are on location on time and without compromising RCM staff's health and safety by travelling long distances prior to or following a full day of shooting.

## 1. Quotation

- 1.1 Supply of services will be based on a quotation supplied by RCM via email or quotation document. Amendments to the price for the supply of services will need to be recorded in writing with a dated record approved by a person with appropriate authority from the client and RCM.
- 1.2 Quotations are valid for two months from the date shown on the quotation.
- 1.3 Acceptance of a quotation and/or issue of a purchase order by a client is an acceptance of and agreement with the Terms and Conditions stated, which forms the contract between RCM and the client.

## 2. Agreement to commence work

- 2.1 Once a quotation and supply contract are agreed, a confirmed start date in writing by a person with appropriate authority from the client represents a

commencement of a contract. Cancellation charges would then apply as set out in Clause 5.

- 2.2 In the event that booked time is not fully utilised within the agreed timelines set out in the agreed quote, there shall be no carry forward of time or resources allowable, unless RCM agrees to any changes based on goodwill.
- 2.3 If a client pays in advance for an agreed contract, this must be supplied within the HMRC financial year in which the advanced payment is made. There are only exceptional circumstances in which the credit can be carried forward over a financial year as determined by RCM. Therefore, if the contract service schedule in full or part is not redeemed there are no rights to these services outside the financial year in which the payment credit was made.

### **3. Invoicing**

- 3.1 Invoices will be issued in agreed stages as set out in the contract. Payment delays by the client may result in RCM waiting for payment before continuing with the supply of services. Advance payments or a deposit may be requested by RCM dependent upon the nature of the contract.
- 3.2 Invoices are required to be paid within 14 working days. Late payment charges will be applied according to HMRC statutory rules unless the client negotiates a written agreement with RCM in advance for different payment periods.
- 3.3 RCM reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Lloyds Bank base rate ruling on the date payment is due. Title in the contract's services shall remain with RCM until full payment has been received, unless otherwise stipulated in a variation to RCM terms and conditions.
- 3.4 Invoices must be paid by bank transfer, as detailed on invoices. The client must ensure details of the appropriate financial department, individual or process for submission of invoices are provided.
- 3.5 If service delivery time or outputs are quoted, agreed, invoiced, and paid for is not used fully for a reason pertaining to the client, the unspent work will be recognised at the discretion of RCM via an RCM credit note for use by the client within the same financial year. No refunds will be given.

3.6 If a discounted offer is accepted by the client for supply of services and is shown on the invoice, but full payment is not received within the time frame stated on the issued invoice, RCM reserve the right to remove all or any discounts offered on the original agreed quotation. These discounted amounts will be invoiced separately in addition to the original invoice, at the discretion of RCM.

#### **4. Service delivery**

4.1 During any stage of contract delivery, any changes requested by the client must be confirmed in writing or via email by the client, as well as any associated charges applied as determined by RCM and agreed with the client in writing.

4.2 If the client signs off a stage, version, or piece of content of the contracted delivery, at any agreed stage or milestone of said contract, no further changes may be requested without incurring additional charge as this will impact RCM's time and resources.

4.3 RCM cannot be held liable by the client or any third party for any errors on any medium after the client has agreed in writing that the content is correct and accurate and should be posted, published, or broadcast. Any subsequent requests for amendments would be chargeable at our standard rates.

4.4 By entering a contract with RCM the client agrees to do all that is reasonable to be available for communication with RCM to facilitate service delivery and to make available the resources agreed with RCM, including all relevant permissions and licenses, to ensure delivery can be made to the time and standard required.

4.5 RCM will notify the client where and how signed-off content can be accessed and utilised by the client. once both RCM and the client approve all content as complete and to the standard required by both parties in writing.

4.6 Unless otherwise agreed in writing, the client accepts RCM's decisions on creativity within service delivery.

4.7 Clients are not permitted to release into the public domain or to their end users any form of preview or draft content without RCM's prior consent.

4.8 RCM reserve the right to refuse the use, publication or broadcast of any information that may be deemed obscene, morally unsuitable, breaching copyright, libellous, defamatory, or illegal.

- 4.9 The client agrees that the content RCM have been instructed by the client to produce is lawful, and that the client indemnifies RCM against any consequences because of it not being so.
- 4.10 RCM shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers, or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to RCM, elect to terminate the contract and pay for the completed work and materials used, but subject thereto shall otherwise accept delivery when available.
- 4.11 RCM cannot be held liable for loss or damage caused because of third-party action or failure.
- 4.12 The client is responsible for ensuring health and safety legislation and good practice are applied in the premises where RCM will be working for the client.
- 4.13 RCM cannot be held responsible for, or charged for travel delays or acts of nature outside RCM's control that impact RCM's ability to deliver agreed services.
- 4.14 RCM retain the right to use any content of the project or video (in part or in full) in perpetuity and in any medium for the purpose of RCM promotional use, unless otherwise agreed in writing with the client.
- 4.15 On delivery of the final product any technical issues encountered will be corrected free of charge by RCM.
- 4.16 Any other changes requested by the client would be subject to a charge including transfer of footage electronically or by post.

## **5. Cancellation by the client**

- 5.1 Once a contract is agreed as per Clauses 1 and 2, RCM reserves the right to apply the following charges for cancellation or deferment of the supply of services.
- 5.2 Between 28 days and 7 days before service commences: 15% of the agreed price.
- 5.3 Between 6 and 4 days before service commences: 60% of the agreed price.

5.4 Three days or less before service commences: 100% of the agreed price.

5.5 There may be an opportunity to negotiate a different charge rate, for example for deferred delivery, at the discretion of RCM.

## **6. Termination of contract**

6.1 RCM reserve the right to cancel or terminate a contract with the client if the client becomes insolvent or subject to bankruptcy proceedings, and/or if the reputation of RCM and anyone connected with RCM could be damaged.

6.2 The client may terminate the contract at any time by written notice of termination, and on full settlement of account. When the client terminates the contract, they remain liable to pay in full for all work previously undertaken and in progress by RCM unless any other written agreement is reached in advance.

## **7. Intellectual Property**

7.1 Upon payment of the project's final invoice, any transferable ownership rights for all copies of the finished production are passed to the client as listed on the invoice.

7.2 Electronic project files (for editing, motion graphics, and/or other associated audio and visual works) related to creative methods and workflows remain the property of RCM, and copies will be given over to client at the discretion of RCM.

7.3 Third party footage, images and music purchased by RCM for the client's project will be licensed under RCM's name for the client's contract use. If the client requires a license for additional uses, the client must inform RCM before any license is purchased. It is the client's responsibility to pay for any ongoing costs to retain these licenses, if required. The client may request a copy of RCM's license at any time should the client need it.

7.4 If the client has provided licensed content for RCM to use, it is the client's responsibility to ensure that the correct license has been secured for the intended use, and that licenses are retained and renewed as required.

7.5 RCM do not use unlicensed copyrighted content in content.

- 7.6 Within UK law, when a client asks or commissions another person or organisation to create copyrighted work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner, or client, unless otherwise agreed in writing. For clients of RCM, contract outputs are assigned joint copyright/ownership with the client, and usage license for all platforms and territories in perpetuity. If the client requires full copyright and ownership of the contracted material, the client must contact RCM to discuss arrangements and terms in writing.
- 7.7 In consideration of, and subject to, the final payment of invoiced fees due to RCM by the client, RCM hereby assign to the client with, and in perpetuity, worldwide license to use the accompanying media content (images, sounds, video, animated sequences) for permitted commercial purposes, defined as:
- video, broadcast, theatrical
  - advertising, promotion, and industry/company communications.
- 7.8 The client may not resell, relicense, or redistribute the work without prior written permission from RCM. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Media may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Media may not be incorporated into trademarks, logos, or service marks.
- 7.9 The client agrees to indemnify RCM in the event of any breach of copyright claims being brought against RCM in respect of material supplied by the client.
- 7.10 Until all payments are made in full, the copyright and ownership of all edits and material shot, produced, or created remains the full copyright and ownership of RCM. Any material published that has not been fully paid for, will be copyright-claimed by RCM to the relevant publishing platform.

## **8. Discretion, confidentiality, and data protection**

- 8.1 RCM understand that projects have a relative element of confidentiality. RCM will use best judgement when publicly discussing the client's project, posting content on social media, and/or using the client's project within RCM marketing efforts.
- 8.2 RCM treat all projects with sensitivity and err on the side of caution whenever in doubt.
- 8.3 Any confidential or proprietary information which is acquired by RCM from a client, company, person, or entity will not be used or disclosed to any person or entity,

except when required to do so by law. If required, RCM will sign and adhere to the conditions of any Confidentiality Agreement or Non-Disclosure Agreement used by the client after a contract is entered into. Where an NDA is required in advance an administrative fee or £80+VAT will be charged. The client shall keep confidential any methodologies and technology used by RCM to supply the contract.

- 8.4 RCM reserve the right to watermark all or any, preview or completed material until the invoice is paid in full, at which point, the watermark-free final version will be released to the client.
- 8.5 If the client takes all footage, or copies of all footage and material, away from RCM, including all original files, it is deemed that the responsibility and safeguarding of the material is fully passed on to the client. RCM may no longer be liable for the footage and reserve the right to delete all material and footage associated with the contract from RCM systems at any time. Unless otherwise agreed, automatic offsite backup of the footage will be for a minimum of three months after the final delivery date of the client's project. Once the period has elapsed footage may be archived without automatic backup systems.
- 8.6 Once the client's content is in the public domain it is assumed to be acceptable by the client, unless otherwise stated, for any talent featured, including voiceover artists, contributors, actors, and presenters, to use and publicise their appearance for the purpose of the talent's own showreel and marketing use, in whole or part use.
- 8.7 Obtaining, storing, and using personal data. Any personal data as defined by The Data Protection Act 2018 will be subject to the regulations therein. Legitimate business interests may override a request for personal data to be withdrawn that is within photographic and video footage once published.

## **9. Miscellaneous**

- 9.1 It is the client's responsibility to check that consent has been obtained from all parties that are photographed or filmed for the purposes of the production and that their consent covers all intended uses of the end production, including the potential for RCM to use the finished production as part of RCM's marketing efforts. This consent should be compliant with EU General Data Protection Regulations 2018.

- 9.2 It is also the client's responsibility to check that all necessary locations permissions for filming have been obtained and including related to drone filming and notification of all interested parties.
- 9.3 During productions where participants under the age of 18 are involved the client must understand and apply and ensure the compliance of laws surrounding the involvement of children in filming. The responsibility for obtaining and maintaining permission, consent and any licenses lies solely with the client unless otherwise contracted with RCM.
- 9.4 Under no circumstances must the work of RCM be attributed to another company or individual.
- 9.5 Whilst every care is taken in the handling of the client's property, RCM accepts no responsibility for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of RCM. 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.
- 9.6 In the unlikely event of a contract dispute that cannot be resolved RCM, and the client will agree and jointly pay for the costs of an independent adjudicator to investigate the issue. Any disputes must be notified within 28 days of the client receiving the final product(s) or service(s).
- 9.7 RCM retain the right to assign the supply of the contract to the client to another suitable company should the client be unable to complete these terms and conditions.
- 9.8 In the unlikely event RCM is unable to supply the contract, liability shall be limited to the total invoice value, or amount to monies already paid by the client.
- 9.9 These Terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom.