

Red Phoenix Films Terms and Conditions

Terms & Conditions

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

- **Agreement:** the Order Form agreed between the parties incorporating these Terms and Conditions.
- **Buyer:** the Buyer purchasing Services from Red Phoenix Films as specified on the Order Form.
- **Deliverable Materials:** any audio-visual or similar works and the mediums embodying them to be supplied to the Buyer by Red Phoenix Films as a result of the Services as listed on the Order Form.
- **Raw Footage and/or Project Files** are not included in the scope of the project unless they have been specified within the Deliverable Materials. If the Raw Footage or Project Files are requested from the Buyer, and this has not been agreed previously, it will be subject to a standard fee of 50% of the total project cost.
- **Red Phoenix Films:** RED PHOENIX FILMS LTD, incorporated and registered in England and Wales with company number 12170127.
- **Order Form:** the document setting out and specifying the details of the Services to be performed by Red Phoenix Films for the Buyer and the Charges.
- **Project:** the photographic and/or audio-visual shooting session as specified on the Order Form.
- **Project Price:** the payment due for the Services and any other fees, charges, costs or expenses arising under an Agreement.
- **Services:** the services to be provided by Red Phoenix Films as described in the Order Form relating to the Project.
- **Shoot Day(s):** the date or dates on which the photographic and/or audio-visual shoot will occur as specified on the Order Form or subsequently agreed in writing between the parties.
- **Terms and Conditions:** these terms and conditions as set out in clauses 1 to 12 (inclusive).
- **Venues:** means the Buyer locations at which the Project will be undertaken as specified on the Order Form.

1.2 Any reference to a person shall include an individual, partnership, corporate or unincorporated body.

1.3 References to any party shall include its personal representatives, lawful successor in title and permitted assigns.

1.4 A reference to writing or written includes email.

1.5 The words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.6 The final invoice (typically 50% of the total project rate) for the project will be due upon approval of final edits or 3 months after the contract start date, unless the client has provided good reason in writing that the final invoice cannot or will not be paid.

2. Terms and Conditions and Order Forms

2.1 Following discussion between the parties, Red Phoenix Films may, at its discretion, produce an Order Form and send the same to the potential client. A Buyer’s signature and return of the Order Form constitutes an offer by the Buyer to purchase the Services on these Terms and Conditions and Red Phoenix Films’ signature of the Order Form shall establish a contract for the supply of the Services on these Terms and Conditions.

2.2 No addition to, variation of, exclusion or attempted exclusion of any provision of an Order Form shall be binding on Red Phoenix Films unless signed in writing by a duly authorized representative of Red Phoenix Films. These Terms and Conditions will be incorporated into each Order Form, to the exclusion of any other terms or conditions implied by law, trade custom, practice or course of dealing or any other standard terms and conditions.

2.3 In the event Red Phoenix Films agrees more than one Order Form with the same Buyer, then each Order Form constitutes a separate agreement and termination of any one Order Form shall not affect termination of any other Order Form (although this shall not prevent more than one Order Form being subject to termination if termination circumstances apply to them). Each Order Form incorporating these Terms and Conditions shall be referred to as an Agreement in these Terms and Conditions.

2.4 If there is any conflict or inconsistency between any provision of these Terms and Conditions and an Order Form, then the provisions of these Terms and Conditions shall prevail unless specifically stated in writing on the relevant Order Form with reference to this clause 2.4.

3. The Services

3.1 In consideration of payment to Red Phoenix Films of the Project Price, the Buyer engages Red Phoenix Films, and Red Phoenix Films agrees, to perform the Services.

3.2 Red Phoenix Films shall perform the Services in a timely manner and with reasonable skill and care and in accordance with good industry practice and applicable laws and regulations.

3.3 Red Phoenix Films may subcontract or delegate to a third party the performance of the Services without the prior written consent of the Buyer. Red Phoenix Films will retain management of such subcontractors or third parties and is otherwise responsible for

their conduct, the performance of the Services, and production of the Deliverable Materials.

3.4 The parties agree to consult in good faith with each other over the creative and artistic direction of the Project. The Buyer is encouraged to provide a suggested shot list to Red Phoenix Films, or approve the suggested shot list provided by Red Phoenix Films, no less than 7 days prior to the start of the Project to confirm the shots that Buyer would like Red Phoenix Films to capture. Red Phoenix Films has no obligation to capture any of the shots on the list, but will use its best endeavors to capture all requested and agreed shots.

3.5 The Buyer accepts and acknowledges that Red Phoenix Films' performance of the Services depends on the full and timely co-operation of the Buyer. If Red Phoenix Films' performance of its obligations under an Agreement is prevented or delayed by any act or omission of the Buyer, Red Phoenix Films shall not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay. The Buyer shall be liable to pay to Red Phoenix Films, on demand, all reasonable costs, charges or losses sustained or incurred by Red Phoenix Films that arise directly or indirectly from the Buyer negligence or failure to perform or delay in the performance of any of its obligations under an Agreement.

3.6 The Buyer is responsible for preparing and making the Venues available for the purposes of the Project, including:

3.6.1 ensuring there is adequate and appropriate space to undertake the Project and safely store Red Phoenix Films' equipment during the Project;

3.6.2 monitoring, removing, and disposing of any dangerous or hazardous material before and during the supply of Services;

3.6.3 establishing and implementing all health and safety rules and regulations and any other reasonable security requirements;

3.6.4 obtaining and paying for any relevant local permits and permissions to film at the Venue;

3.6.5 informing customers, guests, staff, and other personnel present at the Venue of the Project and procuring the completion of any necessary release forms (such forms are available on request from Red Phoenix Films).

4. Post Production and Deliverable Materials

4.1 Red Phoenix Films shall deliver the Deliverable Materials to the Buyer on completion of the post production activity and payment of any outstanding element of the Project Price in accordance with clause 10.4. The Buyer shall confirm either its acceptance or non-acceptance of the Deliverable Materials with reasons in writing within fourteen (14) days of receipt. If Red Phoenix Films does not receive notice of such acceptance or non-acceptance within that period, the Buyer will be deemed to have accepted the Deliverable Materials.

4.2 If the Buyer declines to accept any of the Deliverable Materials, Red Phoenix Films will then have thirty (30) days in which to make all necessary changes to them, in

consultation with the Buyer. Red Phoenix Films will then submit to the Buyer the revised material or replaced materials and the provisions of clause 4.1 and this clause 4.2 will apply again save that any further request for amendment by the Buyer after the second review shall be subject to charge by Red Phoenix Films to cover reasonable costs incurred as a result of the further amendments. All requests for amendments must be made in writing, via e-mail or via Red Phoenix Films' custom video-editing software.

4.3 The Buyer agrees that Red Phoenix Films is not liable for any perceived deficiencies in the final products caused by actual or perceived deficiencies or imperfections in the physical attributes, facial expressions, wardrobe or performances of artists, performers, customers, employees or extras selected, hired, or brought to the Project by the Buyer. The Buyer is liable for any additional costs incurred by re-shooting or additional shooting caused by the actions of such artists, performers, customers, employees or extras.

4.4 Red Phoenix Films will make the Deliverable Materials available to the Buyer for download as a 1080p JPEG file on the Vimeo platform (or such other platform as Red Phoenix Films may select from time to time) for a period of 12 months from completion of the post production activity.