

Terms & Conditions

DEFINITIONS

MultiMedia Makers® is a trade mark operated by

ITV Technology Pty Ltd
ABN 46 147 013 714

Registered Office
Preston Corporate Accounting
Suite 1, 8 Preston Street
Como WA 6152
AUSTRALIA

When referring to:

- MultiMedia Makers® or we / us / our
- ITV Technology Pty Ltd operators of the MultiMedia Makers® trade mark
- Client or you / your
- the organisation and the person you authorise to conduct business with us
- Production or project
- the activities, proposal and schedule described in the quotation or estimate, pre-production consulting, production work and post-production work

By accepting a quotation or estimate, the client acknowledges and accepts the Terms & Conditions stated here.

QUOTATIONS AND ESTIMATES

MultiMedia Makers® guarantees quotations and estimates are valid for 10 working days. After 10 working days, the quotation or estimate expires and MultiMedia Makers® reserves the right to:

- Cancel the quotation or estimate
- Issue a new quotation or estimate
- Change the pricing, cancel discounts or remove bonuses
- Review teams' availability and revise scheduling

Contact MultiMedia Makers® if you would like to reconsider accepting an expired quotation or estimate. We will confirm or revise the:

- Validity of the current pricing or receipt of a new quote or new estimate

- Cancellation of discounts or excluded bonuses
- Availability and schedule for our teams

If a quote is not executed before the end of an indicated production timeline, any paid deposits will remain available as a production credit. They will apply proportionally against a new quote equalling at least the same value of the initial project, and which has to be approved after the pending quote's production timeframe has expired.

Pricing and general conditions may vary and current hourly rates, scope agreements and production conditions only apply as long as the agreed production timeframe has not expired.

PRODUCTION TIMELINES

MultiMedia Makers® starts the pre-production of the client's video or web product upon completion of the following steps:

1. You sign and return the quotation or estimate via email to us
2. We issue an invoice for a non-refundable deposit equal to 40% of the total production budget
3. Upon our receipt of your deposit payment, we launch pre-production consulting, schedule production dates and start your project
4. You will work with us to plan the production dates and post-production deadlines
 - The production dates and post-production deadlines will be finalised within 20 days (or less) of date you signed the quotation or estimate
 - No further changes to the dates can be made after finalization (see PROJECT SCOPE for extra work)
5. You agree to arrange locations, spokespeople, content and props as outlined in our pre-production consulting meetings
 - You will start your arrangements soon as the production dates and post-production deadlines are finalised

COMMUNICATION

The client agrees to choose 1 contact person within the organization to discuss project with MultiMedia Makers®:

- We will only accept input, feedback and comments from the 1 agreed person
- You will channel input and feedback from other people in your organisation through your chosen contact person

RESCHEDULING AND CANCELLATIONS

Client Cancellations

In case that the client cancels any scheduled production dates (including but not limited to shooting, capturing or production work):

- You will call us at least 5 business days in advance to reschedule another date (dates will be dependent upon the availability of our teams)
- If the cancellation is made *5 business days or less from the scheduled date*, we charge a cancellation fee of \$500 excluding GST per production unit (half-day or full-day)
- We may apply an additional \$500 excluding GST cancellation fee if the post-production work is dependent on the cancellation (dependent dates are noted milestones in the production schedule)
- The cancellation fee(s) will be added to the total project cost

MultiMedia Makers® Cancellations

In the case that MultiMedia Makers® cancels a scheduled production date:

- Our team will call to reschedule the shooting for another date based on your availability

If we cancel due to a technical breakdown that results in the accidental loss or non-recording of unique footage:

- We will return your deposit
- You agree that no other claims will be made to MultiMedia Makers®, its staff, partners or subcontractors

In the case of cancellation, technical breakdown and / or a loss of footage, due to circumstances beyond human control (Force Majeure - including weather problems or protecting human safety), both the client and MultiMedia Makers® agree:

- Not submit any damage claims

- Not undertake any legal action
- Not undertake any claims against the other party

Total Project Cancellation

In the case of the total cancellation of the project, the client's deposit covers the pre-production, project administration and cancellation fees.

PROJECT SCOPE

MultiMedia Makers will state the scope of work in the client's quotation or estimate. For complex projects, we may also provide you with detailed scope of work in a proposal and / or production budget.

The scope of work is based on the information provided by you. We combine your information with our production experience to set forth a practical scope of work.

1. You agree to cooperate with us to keep the production within the proposed scope
2. We state hourly rates for optional, extra work in your quotation, estimate or proposal
3. You can request extra work from us by email
4. We will reply with the estimated costs and request your approval of the extra work by email
5. Upon your approval (by email) we will schedule and invoice you for the extra work

INPUT REQUIRED FOR COMPLETION

Both MultiMedia Makers® and the client agree to adhere to the project schedule and dates per the PRODUCTION TIMELINES terms, above.

For projects dependent upon further input from the client:

- We will ask for your input and include a notice of the 6-week deadline for the input
- You will provide the input within 6-weeks or less of the notification

If you do not respond with the required input:

- Your project may be finished as-is, even if you do not provide the necessary input before the deadline
- You will be invoiced and are responsible for paying for the amount in the quotation or estimate, including extra work, even when the project is completed as-is

FEEDBACK TIMEFRAMES

MultiMedia Makers® emails the client with a preview link of the project and requests feedback:

- You are required to deliver your feedback within 2-weeks of receiving a preview link from us
- If you fail to deliver feedback within 2 weeks, we may bill you an extra administrative fee calculated at 10% of the total project cost

PAYMENT DUE PRIOR TO FINAL DELIVERY

The client agrees to pay MultiMedia Makers® the outstanding balance prior receiving the finished project and deliverables:

- We will invoice you for the outstanding balance on the project when the work is ready for delivery
- We must receive payment-in-full from you prior to final delivery

In case of a short notice production, you can get final delivery by:

- Sending us a bank transfer confirmation slip (funds transfer receipt)
- Paying via Credit Card using the PayPal gateway

Delayed Payments or Unpaid Balances

MultiMedia Makers® has the option to release the final project to the client before receipt of payment.

- We will issue an invoice with a due date at the release of the project
- We will charge you an administrative fee if the balance of the invoice goes more than 5 business days unpaid
- The administrative fee will be calculated every 30 calendar days at 7% of the total production value

COPYRIGHT

Audiovisual Content Supplied by the Client

Prior to supplying audiovisual content to MultiMedia Makers®, the client is responsible to verify:

- Ownership of the rights to reproduce the supplied content
- If any of the supplied content is copyright protected

Audiovisual Content Supplied by MultiMedia Makers®

MultiMedia Makers® agrees to source background music, stock footage and / or still through our customised bulk-license. We source from relevant content providers and guarantee that all copyright related expenses are covered within scope of your project as stated in your quotation or estimate.

Copyright Ownership of Finished Content

Unless otherwise specified the creative copyright of the produced content remains property of MultiMedia Makers® (ITV Technology Pty Ltd).

You may not use any of the supplied previews online or offline unless the project has been finished *and* all balances paid-in-full.

Upon receipt of payment-in-full from you:

- You are granted a user license without any restrictions
- You have the right to use your final content online and offline

Obtaining the right-to-use the finished content does not include:

- Any form of physical transfer of original footage to any other digital format
- Any entitlements to the raw footage

DELETING FILES

MultiMedia Makers® deletes all raw footage, project files and supplied digital files from our servers once the final video has been delivered and all balances paid.

We offer storage or archiving copies of all master and project files at an additional cost. You can arrange for the of raw project files or raw footage to be stored on

our servers or on a hard drive that you will store. To request file storage contact us:

- Prior to accepting the quotation or estimate
- Prior to the completion of the project at the extra work rates (see PROJECT SCOPE)

PORTFOLIO USE

MultiMedia Makers® has the right to show the client's final product (the approved video) in the MultiMedia Maker's:

- Digital portfolio
- YouTube channel
- Websites - MultiMediaMakers.com.au, MultiMediaMakers.be and MultiMediaMakers.eu
- Social media pages and channels

The final final version of your video will have a graphic title stating, "Produced by MultiMedia Makers®." Please contact us prior to starting the project if you do not want our production credits listed in your content.

TALENT RELEASE FORMS

The client is responsible for verifying any person involved in the filming has agreed to be recorded. You will gather the approvals using your organisation's procedures for interviewees, actors or anyone on site during filming. We recommend (but cannot require) your organization uses a talent release form.

FINAL REMARKS

By accepting a quotation or estimate from MultiMedia Makers® for creative services, you agree to Terms & Conditions stated here. Any opinions, objective or subjective criticism of the creative content will not influence the terms and conditions, the quotation or estimate, the scope of work or the balance due.

GOVERNING LAW

The Terms & Conditions are governed by the law in force in the State of Western Australia, Australia.

Reviewed 1 July 2017