



## **TERMS AND CONDITIONS:**

### **1. DELIVERABLES**

The term "Deliverables" refers collectively to Services and Products. Connect Films will provide video production services to the Client in relation to the creation of videos or other creative artistic work. The specific nature of the services that Connect Films will provide will be as agreed in writing by Connect Films and the Client and contained in a written quotation with an outline of approach, pricing and schedule of work.

Connect Films warrants that any services that it provides as part of the deliverables will be provided with a reasonable level of care and skill, using appropriately skilled personnel.

The Client shall make an appropriately authorised person available to meet with Connect Films when Connect Films reasonably requires for the purposes of discussing the status of the Deliverables.

These Terms and any written Video Brief outline the agreement between Connect Films and the Client in relation to the supply by Connect Films of Deliverables. They supersede any document that the Client may issue (such as a purchase order), and all prior agreements, negotiations, communications and representations by the parties.

### **2. QUOTATIONS**

If the Client requests it, Connect Films may issue a quotation in respect of any Deliverable proposed to be provided under these Terms. The quotation remains open for acceptance for up to 21 days from the date of issue. Connect Films may withdraw a quotation at any time. The Client can accept a Quotation by signing a copy of it and sending to Connect Films.

If the Client accepts Connect Films' quotation, Connect Films will issue a Video Brief setting out the following details:

- a. the nature of the Deliverables to be provided pursuant to the Video Brief;
- b. any specifications for the Deliverables;
- c. a production plan or script outline for the preparation of the Deliverables;
- d. the fee payable to Connect Films for the Deliverables and the payment schedule for the Deliverables;
- e. the deposit amount to be paid in advance on account of the Deliverables which is 25% upon agreement to proceed and the remaining 75% upon delivery of completed video files or equivalent.

Once the Client accepts the Quotation and pays the specified 25% payment referred to in paragraph e. Connect Films will begin providing the Deliverables in accordance with the Video Brief. The Client can accept a Video Brief by signing a copy of it and sending it to Connect Films. To the extent of an inconsistency between these Terms and a Video Brief, the Video Brief prevails.

Any quotation that Connect Films gives is based on the information that was provided to Connect Films at the time of quotation.

If that information is later found to be inaccurate or there is a change to the nature or scope of the Deliverables or if circumstances change, Connect Films may charge an additional amount calculated on a time and materials basis at Connect Films standard scale of charges.

### **3. PRODUCTION RATES, EXPENSES & INVOICING**

Unless the price for the Deliverables is stated in the Video Brief to be fixed, Connect Films is entitled to charge the Client for Deliverables on a time and materials basis at Connect Films standard scale of charges from time to time.

The Client will also pay Connect Films any licensing or other fee that Connect Films is required to pay to obtain or maintain a licence for the Client for any music or other creative artistic work together with Connect Films own charge that it levies for handling and/or obtaining any relevant sub-licences.

If Connect Films is required to attend the Client's or any other premises for any reason pursuant to these Terms, the Client will reimburse Connect Films for reasonable transport and/or accommodation expenses incurred by Connect Films in doing so. Travel and accommodation will be charged at cost. However, this does not include transport expenses within 25km of the Melbourne Central Business District. The Client will also compensate Connect Films and keep it indemnified for all expenses Connect Films may incur on the Client's behalf or in carrying out its obligations under these Terms.

The client will compensate Connect Films for all expenses incurred on the Client's behalf or in carrying out obligations under these Terms (including freight, handling, insurance, prints, materials, proofs and media and any contracts that entered into as an agent.)

Connect Films' invoices are payable within 14 days of the invoice date.

Payment is to be made by direct debit to an account nominated in writing by Connect Films (and the Client must confirm to Connect Films in writing when it has done so). If the Client does not pay an invoice by that time, then without prejudice to Connect Films' rights: **(a)** interest is also payable on the outstanding amount, to be calculated at the prescribed rate under the Victorian Penalty Interest Rates Act 1983; and **(b)** by written notice to the Client, Connect Films can suspend or terminate any licence granted to the Client to use the Deliverable in respect of which payment is outstanding, and may recover or remove from the Facilities any Deliverables for which payment has not been made.

Upon payment in full for the Deliverables, Connect Films grants the Client a non-exclusive and non-transferable perpetual licence to use the Intellectual Property for the Client's own business purposes. However, the Client must not copy or use any of the Intellectual Property for any other purposes, or permit any act to be done, that infringes Connect Films (or its licensors') intellectual property rights including music.

The Client must ensure that the written details for any Deliverable (whether in the Video Brief, Proposal or schedule) meets with the Client's requirements prior to the work commencing under this document.

#### **4. INTELLECTUAL PROPERTY**

Except to the extent agreed in writing by Connect Films, all intellectual property rights relating to footage, graphic designs, animation or other creative artistic work provided to the Client by or on behalf of Connect Films pursuant to these Terms, the "Intellectual Property" remains the property of Connect Films. Connect Films may display its own copyright and intellectual property notices on any Products and the Client must not, remove, obscure, deface or alter such copyright and intellectual property notices.

#### **5. CONFIDENTIALITY**

Each party acknowledges the confidentiality of the other party's confidential information. Neither party will gain a right or interest in the other party's confidential information, other than for the purposes contemplated by these Terms.

Each party must keep all of the other party's confidential information confidential, and only use it for the purposes of fulfilling its obligations under these Terms. However, this obligation will not apply to information which: **(a)** was in the public domain when it was provided to a party, or later enters the public domain, through no fault of the party; or **(b)** the party is obliged by law to disclose, provided that it has first advised the other party of this obligation.

#### **6. TERM AND TERMINATION**

Either party may terminate the agreement under the Video Brief or these Terms generally, if the other party:

**(a)** breaches a material obligation under these Terms and does not remedy that breach within 14 days of a written notice of that breach from the other party; or

**(b)** is or is deemed to be insolvent, or ceases to conduct its business in the ordinary way (except if it has assigned its rights and obligations under these Terms in accordance with these Terms prior to that occurring), or an administrator, receiver, receiver and manager, official manager, liquidator, provisional liquidator, or similar is appointed in respect of the other party or any of its assets.

On termination of an agreement under a Video Brief or these Terms, Connect Films is entitled to invoice the Client for all Deliverables provided or in the process of being delivered but not yet invoiced, including Products ordered for the Client but not yet delivered and invoiced (unless the Products can be returned to their supplier for a refund without cost or penalty). If any amount payable to Connect Films under these Terms remains unpaid 30 days after termination then, without prejudice to Connect Films other rights, all licences granted to the Client for which payment has not been received shall automatically terminate, and Connect Films may retake possession of any such unpaid products.

#### **7. GENERAL PROVISIONS**

These Terms are governed by and will be interpreted according to the laws of Victoria, and the parties' consent and submit to the jurisdiction of the Victorian courts.

If any provision of these Terms proves to be illegal or unenforceable for any reason, that provision is deemed omitted without affecting the remaining provisions and the remaining provisions of these Terms shall continue in full force and effect.

Any notice required or contemplated by these Terms is deemed to have been properly given to a party if it is in writing, properly addressed and delivered personally, or mailed postage prepared addressed or by facsimile to the party at its addresses set out in these Terms, or such other address nominated by a party in writing.

The Client may not assign any of its rights or obligations under these Terms without Connect Films' prior written consent. Connect Films may arrange for subcontractors to perform any of its obligations under these Terms or a Video Brief.

Connect Films' failure, delay or neglect to enforce a term of these Terms is not to be taken as a waiver of that term or Connect Films' rights, or a consent to, a waiver of, or any excuse for any different, continuing, or subsequent breach.

These Terms may only be amended or varied by written agreement of the parties.

