

Pageant Productions General Terms and Conditions

1. Introduction & Definitions

Pageant Productions is the trading name of Gary Jarman who is a Sole Trader. Pageant Productions provides digital video production services and in these Terms and Conditions 'Pageant Productions' will mean Gary Jarman and vice versa.

In these Terms and Conditions Pageant Productions is the Service Provider.

Unless otherwise agreed in writing by Gary Jarman these Terms and Conditions shall be deemed to apply to all services and offers by Pageant Productions.

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by the Service Provider and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services; Agreements may be verbal or in writing.
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
“Client”	means the party procuring the Services from the Service Provider who has been identified in this Agreement as Pageant Productions;
“Commencement Date”	means the date on which provision of the Services will commence, as agreed by both parties or defined in any Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with any Agreement to provide services (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Fees”	means any and all sums due under any Agreement from the Client to the Service Provider, as specified in the Agreement;

“Intellectual Property Rights”

means (a) any and all rights in any patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

“Services”

means the services to be provided by the Pageant Productions to the Client in accordance with these Terms and Conditions, as fully defined in any Agreement, and subject to these Terms and Conditions.

“Term”

means the term of the Agreement as defined therein.

“Acceptance”

means that the client has accepted and is happy with the final product and there is no more work to be carried out by Pageant Productions.

Unless the context otherwise requires, each reference in these Terms and Conditions to:

1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
3. “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
4. a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and
5. a "Party" or the "Parties" refer to the parties to the Agreement.

The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2. General

1. Pageant Productions shall provide the Services with reasonable skill and care, to a high standard.
2. Prior to filming taking place the Pageant Productions will provide the client with a Project Proposal detailing any proposed projects and how work will be undertaken by Pageant Productions. This shall be agreed by both parties before video production work takes place. Project Proposals may include any or all of the following:
 1. A rough film outline
 2. A detailed film description or storyboard
 3. A production schedule
3. All specifications, project proposals, outlines and storyboards provided to the client by Pageant Productions prior to production work taking place are approximate and subject to revision if for creative and or practical reasons, circumstances dictate a different approach should be taken.
4. We reserve the right to deviate from the project proposal / storyboard when circumstances (as described above) arise but at all times Pageant Productions will be working to achieve the agreed aims of the production and any decision to deviate from the project proposal or storyboard will be in support of those aims and explained to the client.
5. Any deviations we consider to be significant will be discussed with the client prior to making those deviations except in circumstances that don't allow those conversations to take place. If the client feels specific elements of each proposal **must** be included in the final production then this should be expressed in writing by the client to Pageant Productions and agreed in writing by both parties prior to production taking place.
6. The client shall be responsible for the accuracy of all information including project proposals and storyboards submitted by Pageant Productions to the client for checking and approval. This includes artwork, text and video edits.
7. The client must at all times give a clear brief to Pageant Productions and ensure that all the facts given as part of the brief are accurate and in no way misleading. Should the client change their requirements from the agreed brief then additional costs may be incurred by the client.
8. Pageant Productions will provide an estimate for all work to be carried out prior to any service delivery and no further work will commence on the project until the customer has acknowledged and accepted the costs and agreed this in writing with Pageant Productions. At this time the client will have accepted the estimate and any further alterations to costs desired by either party must be agreed in writing.
9. Pageant Productions will store and backup project files, original and source material for the period of time between the project start date and 30 days following the Acceptance Date.
10. Pageant Productions will make every reasonable effort to ensure that data is stored securely and backed up regularly but accept no responsibility for circumstances that are beyond our control which lead to the loss or corruption of this data.
11. It is your responsibility to ensure that consent has been obtained from all parties that are photographed or filmed for the purposes of your production and that their consent covers all intended uses of the end production, including the potential for us to use your finished production as part of our marketing efforts.
12. When asking us to film children you acknowledge that you understand the laws surrounding the use of children in advertising, that your production complies with these laws, and that the responsibility for obtaining and maintaining permission, consent and any licenses lies solely on you.
13. You agree that the content you are instructing us to produce is lawful and that you indemnify us against any consequences as a result of it not being so.

3. Acceptance

1. The client will be granted the right to review the finished video for corrections on only **two** occasions after Pageant Productions makes a request for acceptance (except where there is a written agreement between the client and Pageant Productions to amend this number). After this period acceptance will be assumed.
2. It is the responsibility of the client to identify any changes and corrections and collate them to allow for only two reviews to take place.
3. If more than two reviews are required then further costs may be incurred by the client.
4. Any change to the original brief or project proposal requested by the customer during the review and acceptance period may incur additional costs.

4. Product Delivery

1. **Unless otherwise agreed PRIOR to commencing any video production work**, the final digital video will be provided to the customer for web use in full 1080p HD resolution (1920 x 1080 progressive scan).
2. Unless otherwise agreed the video file will be a digital file made available to download from Dropbox in MPEG 2 format. H264 compression at 15 mbps.
3. Unless otherwise agreed you will have 30 days to access your product. Downloads must be completed during this period. While we make every effort to retain a copy of the finished production Pageant Productions cannot guarantee that we will retain it indefinitely.
4. Unless otherwise agreed in writing or set out in the Agreement (as with the Flexi Film Agreement) Pageant productions will not make original or source material available to the Client. We can not guarantee that project files, original or source material will be kept for longer than a period of 30 days after the Acceptance Date. If the Client requires such material to be kept then they will be responsible for the purchase of a suitable storage media and where applicable backup media.

5. Fees and Payment

1. All prices quoted by Pageant Productions are valid for 30 days after which time they may be altered by Pageant Productions to reflect an increase in costs incurred by the Service Provider.
2. The Client shall pay the Fees to the Pageant Productions in accordance with the provisions of the Agreement between both parties.
3. Pageant Productions shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
4. All payments required to be made pursuant to any Agreement by either Party shall be made within 10 Business Days of receipt by that Party of the relevant invoice.
5. any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.4 of these terms shall incur interest on a daily basis at 3% above the base rate of HSBC from time to time until payment is made in full of any such outstanding sums.

6. License & Intellectual Property Rights

1. Upon receipt of all sums due under the Agreement, Pageant Productions shall assign the ownership of any and all intellectual property rights that may subsist in all exports and copies of the finished production.
2. We may use non-project-specific assets across multiple productions. These assets are not transferable and, where applicable, shall remain the intellectual property of Pageant Productions.

3. The Client is not permitted to modify any product created by Pageant Productions or use it in a manner outside the Agreement without obtaining prior written consent from Pageant Productions.
4. Content used which has been provided by third parties will be subject to that third party's licence terms.

7. Insurance

1. Pageant Productions shall ensure that it has in place at all times suitable and valid public liability insurance. A Certificate is available on request.
2. In the event that Pageant Productions fails to perform the services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the client.

8. Confidentiality

1. Each Party shall undertake that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of any Agreement:
 1. keep confidential all Confidential Information;
 2. not disclose any Confidential Information to any other party;
 3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
 4. not make any copies of, record in any way or part with possession of any Confidential Information; and
 5. ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Agreement.
2. Either Party may:
 1. disclose any Confidential Information to:
 1. any sub-contractor or supplier of that Party;
 2. any governmental or other authority or regulatory body; or
 3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

2. use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.
3. The provisions of Clause 8 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

These terms were last amended on: 14/6/2017. An up to date copy is available on our website at <http://www.pageantproductions.co.uk/general-terms>