

B C Webb Media Terms and Conditions

1. The client shall pay to B C Webb Media the service Fee, together with all Additional Charges arisen. (Additional charges will be advised by B C Webb Media and agreed by client in writing before any additional services are carried out.)
2. Subject to any special conditions of payment that may be agreed in writing between the parties to this Agreement, 50% of the agreed fee shall be payable as a non - refundable deposit when the Client has made a confirmed booking in writing and prior to commencement of services. The remaining balance plus any agreed additional charges of the services Fee shall be payable and cleared no later than five working days after the completion of services carried out, after which the final product without watermark will be forwarded to the client. **All payments to be made by BACs or PayPal.**
3. B C WEBB MEDIA's fees shall be exclusive of VAT, disbursements and expense items related to the agreed productions and editing such as messenger services, postage, overseas telephone charges, photocopying, disk or tape duplications, music licences, Electronic file media, hard drives, memory sticks, travel accommodation, subsistence, and similar items which will be invoiced to the client on the relevant project, or separately as necessary.
4. The client's requirements must be clearly provided to B C WEBB MEDIA in writing before commencement of services and subject only to the amount of revisions agreed between the client and B C Webb Media. All revisions must be signed off without delay. Subsequent revisions or significant re-edits will be charged at a rate of £35 per hour.
5. A production will only be released by B C WEBB MEDIA once the client approves all content as complete, satisfactory, confirms this in writing and has paid in full.
6. In the event of a project being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the project brief, we reserve the right to re-schedule the affected days of editing and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed.
7. When a client terminates the contract, they will remain liable to pay in full for all services previously undertaken and in progress by B C WEBB MEDIA unless any other written agreement is reached in advance.
8. Any monies held on account and unused will be returned subject to a 5% administration charge.
9. B C WEBB MEDIA reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or otherwise illegal.
10. Should such a submission occur, the client will be advised which information was deemed unsuitable, and requested to amend the information. If the client can show good reason to use the "unsuitable" information, its inclusion may be considered.
11. B C WEBB MEDIA cannot be held liable for loss or damage caused as a result of third party action or failure.
12. B C WEBB MEDIA cannot be held liable to any party for any errors on any medium after the client has agreed in writing that the content is correct, accurate and is satisfied with the final product.

13. If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.
14. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes and projects.
15. B C WEBB MEDIA will not commence services on any project until a signed purchase order or equivalent signed document has been provided by the client.
16. Where the Client provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies B C WEBB MEDIA against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material.
17. B C WEBB MEDIA asserts its full rights as copyright owner of all material that has been produced by us, when such material forms part of a finished project. The copyright of all produced material is solely owned by B C WEBB MEDIA and is protected under UK law with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.
18. B C WEBB MEDIA retains all copyright over any content we produce. Permission is not granted to re-edit or alter the content in any way.
19. We reserve the rights to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes.
20. B C WEBB MEDIA assigns to the Client a licence to use the video production in its complete delivered form **ONLY**. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.
21. Provided that all monies due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions, the Client is granted a perpetual usage licence relating to the video material in its delivered form.
22. Any confidential or proprietary information which is acquired by B C WEBB MEDIA 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, B C WEBB MEDIA will sign and adhere to the conditions of any legal Confidentiality Agreement used by the client.
23. Any contract requiring B C WEBB MEDIA to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with B C WEBB MEDIA, its servants or agents, as necessary.
24. B C WEBB MEDIA office hours are UK GMT 9.00am to 5.00pm Monday to Friday.
25. Any claims must be made in writing to B C WEBB MEDIA within 7 days of receipt of the commissioned product. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price and the original content received by B C WEBB MEDIA will be deleted (unless otherwise agreed.) but the final product may be archived for a specific time period.

26. B C WEBB MEDIA takes no responsibility for any lost content or footage that belongs to the client and strongly advises that the client does not send any original files to B C WEBB MEDIA but sends **COPIES ONLY** and that copies be of a sufficiently high quality.
27. Should the client have cause to make any complaint about services, the complaint, if put in writing to a Director, will be acknowledged by B C WEBB MEDIA within 14 days and a detailed reply will be issued to the client within a further 14 days thereafter. In cases of complaint, all relevant services together with invoice and original materials should be returned to B C WEBB MEDIA.
28. B C WEBB MEDIA 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, Brexit 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 B C WEBB MEDIA, elect to terminate the contract and pay for services done and materials used but subject thereto shall otherwise accept delivery when available.
29. These terms and conditions override those of any other party.
30. This agreement will be governed by the laws of England and Wales.
B C Webb Media, Burry Port, Carmarthenshire. Wales, SA16 0PG.