Todd Clark Creative

Creative Media Production

Terms & Conditions

Review date: January 2025

These terms and conditions are the working practices of Todd Clark Creative and there will be no variation to these unless agreed in writing by (both the client) and Todd Clark Creative. We may ask you to sign a printed copy of these prior to the project taking place.

For the purposes of this document the following terms are defined as follows;

- Todd Clark Creative will be represented as 'TCC', 'we', 'us', 'it' or 'they'.
- The client is represented as 'you' or 'your'.
- 'Project' refers to the specific brief set out by the client concerning the required photography and or videography content.
- 'Shooting' refers to either video recording, taking still photographs, audio recordings and other forms of recording that maybe necessary as part of the project.

1.0 Privacy

1.1 Any personal data provided to TCC will not be shared or made available to individuals or outside companies. Should you wish to have your data removed from any database, please inform TCC in writing and retain your confirmation.

1.2 Unless otherwise advised, any information provided to TCC during the production process will be treated as private and confidential. In addition to this, clients shall keep methodologies and private agreements confidential that have implemented by TCC.

1.3 Each party will keep confidential information concerning both parties and any third party involved confidential. Information should only be used for purpose of supplying the service or properly using the service. Each party must accept their role in processing and controlling personal and confidential data under current data protection legislation. For more information please see the privacy policy on www.toddclarkcreative.co.uk

2.0 Payment

2.1 Upon initial agreement of commencement, a deposit of 25% of the agreed total amount will be payable (unless specifically agreed otherwise by both parties).

2.2 Payment of the remaining balance must be made on or before approval of the preliminary commissioned media unless agreed by TCC.

2.3 If you need to cancel a shoot this must be communicated in writing to TCC. If the cancellation is received by TCC more than six months before the scheduled commencement date, any deposit paid is returnable less a booking fee. If cancellation is within six months of the shoot date, the deposit is non-returnable (unless specifically agreed otherwise by both parties).

2.4 In addition to the cost of the project, TCC may request additional payment depending on travel & accommodation costs relating to the location of the project. Where possible, these will be quoted to you in advance.

2.5 All payments must be made in full using the bank transfer details provided on the invoice unless a separate arrangement has been made.

2.6 Where appropriate, TCC agrees to maintain full, accurate records of authorised expenses that may occur and will provide evidence of these on request.

2.7 Any quote given by TCC is valid for the period of one month unless otherwise agreed between both TCC and the client.

2.8 VAT is applied to invoices at the rate of 20%, for information about VAT please contact TCC.

3.0 Shooting

3.1 It is your responsibility to ensure that any licences and permissions are gained and any fees or payments are made to locations/venues or musicians/entertainers or anyone else performing/working while filming is taking place (where appropriate). This includes but is not limited to any media that is supplied to TCC for the purpose of the project.

3.2 Unless you inform TCC otherwise we will assume that all persons attending/present at the place of shooting have consented to being filmed and are aware of the shooting taking place.

3.3 TCC will respect the preferences and regulations of all persons that are involved with the project which may limit the positioning of cameras and equipment. This includes any regulations set by the venue/location including places that TCC will not be allowed to shoot.

3.4 TCC uses professional expertise and discretion when shooting to ensure that the project is shot as required. In cases where aspects of the project happen 'live', TCC cannot guarantee that this will be shot in its entirety. TCC retains its artistic licence.

3.5 TCC ensures every effort is made to arrive in time at project venue/locations but cannot be held responsible for lateness or non-attendance which has been caused by circumstances out of TVC's control. This includes unforeseen illness, severe weather, accident, traffic delays and camera/equipment failure. In such circumstances, TCC will contact you at the earliest possible time to discuss alternative arrangements.

3.6 Where appropriate, TCC aims to be as discrete as possible and reduce impact on the event/project as much as possible whilst still shooting the requested content. Where appropriate to the shooting conditions, free-standing or camera mounted lighting may be required. TCC will follow the schedule of the project as best it can and (where appropriate) shot as things happen. This may lead to some content in partial/temporary obstruction, high or low contrast or audio issues of low/muffled/no sound.

3.7 Where appropriate, TCC will work alongside any other photographer/videographer present.

3.8 TCC aim to shoot to your requirements for your project (where appropriate). We cannot guarantee a minimum amount of content (film or images) with live events as this depends on the structure and organisation of the project.

3.9 TCC undertakes that the commissioned work will not knowingly contain any offensive or obscene material and the commissioned work will not be an invasion of anyone's privacy who may be present at the time of shooting.

3.10 TCC agrees that they are responsible for their own public liability and equipment insurance.

3.11 TCC agrees that the client(s) have a right to privacy in relation to the commissioned work.

3.12 When working with children (under 18 years old) it is not TCC's responsibility to ensure parental permission to be filmed or photographed as part of the project. This is the sole responsibility of person of liability for those children at the time of filming.

3.13 TCC will not share any media containing under 18 year olds unless otherwise agreed with the appropriate permissions in place.

4.0 Wedding

4.1 Wedding dates are secured by receipt of the initial deposit payment. Dates are only confirmed when this payment has been received.

4.2 TCC will conduct research into the wedding venues/locations to ensure that when the day arrives, it is a familiar setting.

4.3 One initial meeting and research on the marriage venue is included in the service provided by TCC. Other meetings can be arranged at an additional cost. An additional cost may be requested depending on the traveling distance required for any visit including but not limited to the visit included in the service.

4.4 If you need to cancel the wedding this must be communicated in writing to TCC. If the cancellation is received by TCC more than six months before the scheduled wedding date, any

deposit paid is returnable less a booking fee. If cancellation is within six months of the wedding date, the deposit is non-returnable.

5.0 Drone Filming

5.1 Drone footage is available at an extra cost which will be agreed before commencement of the project.
5.2 TCC cannot fly drones in unsuitable weather (high winds, any kind of rain). TCC will endeavour to launch the drone at an alternative time if planned drone flying timings are impacted by the weather. If drone flying is impossible on the day of filming/shooting and alternative day of drone use can be arranged subject to availability. If this is not possible, a full refund will be provided for the full cost of the drone package. TCC monitors the weather closely and will inform you at least 24 hours in advance if it shows conditions that would it unable to fly.
5.3 It is your responsibility to gain permissions from venues/locations for the flying of the drone. On request, TCC is more than happy to provide drone operator licence and public liability insurance information and can liaise with venues/locations to do so. Please be aware that even with the necessary paperwork in place, some venues/locations do not allow drones to fly.
5.4 TCC complies with the rules and regulations set out by the CAA to ensure that drone flying is as safe and controlled as possible. This includes but not limited to flying at safe distances from people and buildings without flying directly over crowds or built-up areas.
5.5 If for any reason TCC feels it is unsafe to fly on the day, TCC retains the right to the final decision and a full refund will be issued for the cost of the drone flying for that day.
5.6 Any drone shooting will take place during daylight hours unless specifically agreed. If any specific shots are required, you must make TCC aware before the project shooting days.

6.0 Health and Safety

6.1 Health and safety is a key consideration for us and we reserve the right to not shoot in unsafe or dangerous conditions.

7.0 Editing

7.1 TCC aims to complete a first edit of video/stills within 30 days of the final shooting occasion.
7.2 TCC pricing includes an reasonable amount of budget for editing. TCC reserves the right, with prior consultation, to request an additional charge for extended editing time.
7.3 All creative editing decisions are at the discretion of TCC. To see examples of the style of work we produce, please go to http://www.toddclarkcreative.co.uk/. We will of course do our best with specific requests and ideas concerning the editing process, provided these are made it writing before the editing begins, but TCC cannot guarantee these will be included or used.
7.4 Clients must acknowledge that if you supply any media content to be included in any project you must have full ownership and rights to that media content. The client agrees to indemnify, defend and hold TCC as a company harmless from any costs, damages, losses and liability including legal fees occurring from any claim from the use of that media content supplied to TCC.
7.5 TCC retains the copyright of all content recorded or produced by them and it is not our policy to release raw footage to clients.
7.6 Delivery of commissioned media via the internet is restricted to TCC only.
7.7 Re-edits are available at an additional charge.

8.0 Video Editing and Production

8.1 When the project is complete a preliminary retractable Vimeo link will be provided. This is to give you the opportunity to view the video to ensure you are satisfied. You must not download or save any video footage provided by TCC at this stage. When you inform TCC that you are happy, a downloadable Vimeo link and video file will be provided. This will only be done so after full payment for that project has been paid. TCC reserves the right to retract the initial video link if payment is not made within 30 days after agreement of completion.

8.2 Upon delivery of the video if you notice any faults or problems with the video you must inform TCC in writing within 7 days of the video being provided. We will then make every effort to ensure those issues are resolved as soon as possible.

8.3 TCC retains the right to delete and destroy any media from any project three months after completion of the project. TCC can accept no liability for loss or damage of the commissioned media once this has been deleted.

9.0 Photography Editing and Production

9.1 On completion of the project, an online gallery will be delivered to you at a preliminary stage. At this point, the images are for viewing only for approval. You must not download or save any photos provided by TCC at this stage. Once approved, full payment is required and downloading permission will be given to you.

9.2 This gallery is private to the client through a personalised link and can include password protection if requested.

9.3 A selection of printing options can be provided at an additional cost through the same link on request.

9.4 Where appropriate, galleries will be made ‘inactive’ three months after the completion of a project. It is your responsibility to ensure that all required content has been downloaded and saved with you as the images will be deleted after the three month period.

10.0 Promotion, Marketing and Copyright

10.1 TCC grants the client an exclusive licence to use the commissioned media in ways including but not limited to film, television, DVDs, marketing, publishing, electronic and digital format, video and promotion subject to the restrictions in clause 10.2 from this moment on.

10.2 The Licence to use the commissioned media is restricted for use only by the client for the purposes stated in clause 10.1. Any commissioned media cannot be sold, re-branded or provided to another party without written consent from TCC.

10.3 Clients must acknowledge that TCC owns all rights to any original media create or recorded by TCC them including but not limited to audio recordings, video clips, images, graphics or artwork.

10.4 TCC will request permission to share media content on social media when the project is complete.

10.5 Where appropriate, TCC would prefer attribution towards marketing and publishing use of any commissioned media unless a separate agreement has been made.

10.6 Once media content has been released to you and you are in possession of it, TCC cannot be held responsible for any permission or consent problems that may occur in the future attributed to that media content as well as any media being shared in an inappropriate or unwanted way by the client. Media content should not be re-sold, re-edited or re-branded under any different names or publicised in any way in order to gain profit or surplus.

11.0 Liability

11.1 In the unlikely event that TCC experiences equipment failure or any other uncontrollable circumstances mean we cannot shoot on the project day, alternative arrangements for future dates will be arranged. If this is not possible, a full refund will be issued.
11.2 TCC has no liability to the client for any loss or damage of any nature arising from the supply of the product(s) or service(s) or from a breach of this agreement.
11.3 Whilst every care is taken in the handling of client's property and with the use of clients properties, TCC accepts no responsibility for any damage or loss, however caused, while shooting is taking place. Liability of loss or damage will be limited to the cost of the service provided and will not include any claim for the value of the content.
11.4 TCC cannot accept responsibility for any harm, loss or damage that any client suffers as a direct or indirect result of the services provided by TCC.

12.0 Moral Rights

12.1 The client acknowledges that TCC is a photography and videography brand and when referring to any commissioned work the client will clearly identify TCC as Todd Clark Creative.

13.0 Termination

13.1 TCC reserves the right to terminate this agreement by giving written notice to the other party who have breached this agreement in any way including but not limited to other party failing to make payment in the agreed time frame.
13.2 If termination of the agreement does occur, you agree that you will delete any commissioned media provided by TCC either in physical, electrical or digital form.
13.3 At the point of termination the client acknowledges that TCC has the right to deal with any commissioned media as it deems fit. This includes but is not limited to, selling or marketing use of the commissioned media, but is always subject to required consent from individuals included in any images or video.

14.0 Agreement

14.1 The client must not change or adapt this agreement without written consent from TCC
14.2 TCC retains the right to change or adapt this agreement.
14.3 In the unlikely event that the shooting or editing of a project cannot take place due to uncontrolled circumstances including but not limited to events such as war, floods, acts of god or global pandemics then any non-performance or failure to produce the require commissioned media shall not be in breach of this agreement.