

A blue tufted armchair is the central focus, positioned in a studio with a brick wall and a window. A light source on a tripod is visible in the background, casting a glow on the chair and the floor.

# TERMS AND CONDITIONS

JUNE 2015

 **ANGRYCHAIR**

# TERMS & CONDITIONS

'ANGRYchair' refers to the Australian registered company ABN 44 843 213 619, located at 656 Bridge Rd, Richmond, 3121, Victoria, AUSTRALIA

Agreement to and acceptance of the terms and conditions listed herein are acknowledged, once a booking or a deposit is made. ANGRYchair will only provide services under the Terms and Conditions listed below and or provided in written form, unless otherwise agreed in writing.

## 1. Estimate and Validity

An initial indication of price whether in writing or verbally is considered purely an estimate and may differ from a formal quotation or the final project. ANGRYchair Proposals are valid for 30 working days from the submission date.

## 2. Formal acceptance of quotation or estimate

Formal acceptance of quotation or estimate must be received by ANGRYchair in writing (by email, or mail). Work will commence only on receipt of a written approval and payment of the deposit fee (see point no. 4) or otherwise agreed in writing. ANGRYchair reserves the right to withdraw a proposal at any stage with no penalty.

## 3. Deposit, Instalment and Final Payment

A non refundable deposit of 50% is payable prior to commencement of the project, with the remaining 50% due upon completion. Where projects will span extended time periods, instalments may be agreed upon, and formalised in writing.

## 4. Rights to material

The recorded Master Files (Raw Footage) and/or any illustrations, drawings, images, animations or any other assets created, remain the property of ANGRYchair, except if other arrangements have been made in a written form. Video Files, Audio Files and Edited Video Files, including all copyrights will remain the property of ANGRYchair until full payment is made for commissioned works. Product will be delivered once final payment has been received and cleared.

ANGRYchair reserves the right to use the recorded material or the finished product for marketing purposes; this includes: Websites, YouTube, Presentations, Seminars, DVDs, etc. Clients should be aware that there may be restrictions of use attached to any images, stock footage, talents and/ or voice over artists and it is the client's responsibility to obtain additional rights for usage if necessary. ANGRYchair can provide assistance in this occurrence if requested. The copyright for all and any music and lyrics or musical composition included or recorded in the edited video or recorded by equipment used by ANGRYchair will remain the property of the author or legal entity owning the copyright. ANGRYchair may have the benefit of certain Moral Rights in respect of the Materials, which includes:

- (a) the right of attribution of authorship;
- (b) the right not to have authorship of a work falsely attributed;
- (c) the right of integrity of authorship of a work; and
- (d) any right of a similar nature.

## 5. Permissions & Releases

The client agrees to indemnify and hold ANGRYchair against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

## 6. Publication

The Client may publish or disclose information regarding the work and shall acknowledge the support of ANGRYchair in all such publications. The Client will not use the name of ANGRYchair in any advertising or publicity without the prior written approval from ANGRYchair. ANGRYchair may use the name of the client, in any advertising or publicity without the prior written approval from the client.

## 7. Disposal of Recorded Materials

Master Files (Raw Footage), Video Files, Audio Files & Edited Video Files will be retained for up to three (3) months only and then ANGRYchair has the right to dispose, delete or erase those materials or files. The client has the option to buy the raw footage before the end of those three (3) months.

## 8. Illness, Failure or Damage of Equipment

Whilst all reasonable care and preparation is taken for the recording and editing, ANGRYchair shall not be liable for any compensation, should a failure occur for all or any of the electronic equipment used or due to illness of the operator or person(s) employed by ANGRYchair. Any damage to ANGRYchair property caused by the client or associates will be charged in full to the client.

## 9. Resources Supplied for Post Production

Whilst every care will be taken with all materials supplied by the client, no responsibility is accepted for loss or damage caused by circumstances beyond the control of ANGRYchair. In order to maintain strict deadlines, any resources to be supplied by the client to be used in postproduction must be submitted no later than on the recording day, or prior to commencing with the editing.

## 10. Revisions

**Pre-Production:** ANGRYchair will provide unlimited changes to a video project including concepts, scripts, storyboards and mood boards.

**Production:** For recording sessions, unlimited reviews and retakes apply during the allocated recording session until the client is satisfied we have achieved the best possible outcome.

**Post-Production:** ANGRYchair will provide one round of changes to a video project during the post-production phase including video reviews and music selection.

Revisions for each production are subject to the following conditions:

- Feedback is provided in its entirety within 48 hours, or as agreed upon in project timeline/ schedule (failure to do so will limit to 1 review per stage)
- Once a stage is approved, additional change requests may incur a fee (back-tracking stages will signify a change in scope)
- Changes/ amendments must not require more than 20% of the total time allocated to the stage. If at any stage feedback is not received within 2 weeks of agreed schedule, a project restart fee of \$450 + GST will apply. A new timeline and schedule will be issued and all

work performed to date will be invoiced and due for payment accordingly.

## **11. Material supplied**

ANGRYchair assumes that all material and information supplied by the client is legal and correct and ANGRYchair takes no responsibility for the material and the way in which it is used following approval by the client.

ANGRYchair assumes that the client has permission from the rightful owner for the use of any images or design elements that are provided for inclusion in videos and/or other designs. The client is responsible for the authorised use of all assets and will defend ANGRYchair from any claim or suit arising from the use of such elements. Any talent/ actors, extras, staff and personnel provided by the client will remain the sole responsibility of the client and ANGRYchair will assume that the client has organised relevant documents, such as release forms and rights cession.

## **12. Results**

There are many factors in your marketing effort: product, market, price, list, demand, consumer preferences, major events, etc. that ANGRYchair cannot control. Therefore, while ANGRYchair does guarantee your satisfaction with the produced video, ANGRYchair cannot guarantee specific results from the use of videos.

## **13. Shoot Cancellation**

In the event of the client wishing to change the recording date, a minimum of 1 weeks' notice must be given to avoid any additional cost.

## **14. Production Cancellation or Delays**

If at any stage the client decides not to proceed further with the production, or the production is delayed by the client for more than 4 weeks; the client is liable to pay ANGRYchair either the full amount of the production or the total amount of hours worked on the production at a rate of \$250+GST per hour less the amount already paid as a deposit for the production, plus any studio and equipment fees.

## **15. Engagement of Services**

Under no circumstance is a client of ANGRYchair to hire or engage the services of an individual or sub-contractor employed by ANGRYchair for work outside of the agreement during or after the length of our engagement.

## **Privacy**

ANGRYchair will not forward client details to any third party unless express consent is given by the client or where a third party is involved in the creation of the project and therefore deemed necessary to complete the project.