

Terms *and* Conditions



1. DEFINITIONS

In these terms and conditions, unless the context otherwise requires:

- 1.1. Consumer means any individual who acquires **MAN&CAM**'s services wholly or predominantly for personal, domestic or commercial use.
- 1.2. Customer means any person or entity requesting **MAN&CAM** to provide Services.
- 1.3. **MAN&CAM** means Laszlo Mizsak (ABN 11 756 146 080) trading as **MAN&CAM** of U15/152-156 Hampden Rd, Artarmon 2064 Australia.
- 1.4. Agreed Fee means the fees estimated by **MAN&CAM** in any quotation once accepted by the Customer.
- 1.5. Materials means any goods, chattels, items or things, including but not limited to any photographs, documents (whether digital or hard copy), tapes, videos, films, footage, props and equipment provided by the Customer to **MAN&CAM** for the purposes of **MAN&CAM** supplying the Services.
- 1.6. Raw Footage means master footage recorded by **MAN&CAM** as part of the provision of the Services.
- 1.7. Services means video pre-production, production and/or post-production services.

2. APPLICATION

These Terms and Conditions apply to and are incorporated into all contracts, agreements, arrangements, transactions and dealings entered into by **MAN&CAM** with any Customer in relation to the provision of Services by **MAN&CAM**. All work carried out



by **MAN&CAM** is on the basis that the Customer has agreed to these Terms and Conditions.

3. OWNERSHIP AND COPYRIGHT

Ownership of the final deliverables produced by us will be transferred to the client subject to the following conditions:

Full payment is received from the client for all outstanding invoices;

The client grants us a royalty-free licence to use the finalized media for our promotional purposes, such as on our website, social media, or portfolio.

The client is solely responsible for the content, views, and opinions expressed in the deliverables, which do not reflect our own.

The raw footage and working files (such as Premiere Pro timelines, After Effects, Photoshop, Final Cut, Audition) are **MAN&CAM**'s intellectual property and are not supplied unless agreed otherwise in writing.

4. SPECIAL PROVISIONS FOR OWNERSHIP

MAN&CAM reserves the right to retain ownership of any recorded material of an anomalous nature once discovered in post-production. The copyright of such recordings will belong to **MAN&CAM**. **MAN&CAM** has the right to use edited or unedited video files produced pursuant to these Terms and Conditions for promotional or commercial purposes, unless an alternative arrangement is made between **MAN&CAM** and the Customer. The copyright of such segments will belong exclusively to **MAN&CAM**.

5. BACKUPS

MAN&CAM does not keep backups of your project after completion.

6. DISPOSAL

Raw Footage, video files, audio files and edited video files will be retained for up to one (1) month only and will then be disposed of, deleted or erased. If at the end of one (1) months Services have not been paid for, **MAN&CAM** reserves the right to dispose of all



Raw Footage, video files, audio files, edited video files, recorded materials and finished works.

7. STAGNATING PROJECTS

Any estimate of the date by which **MAN&CAM** will complete any part of the Services is contingent upon the Customer providing complete instructions to **MAN&CAM** and fully cooperating with **MAN&CAM** until **MAN&CAM** has ceased providing Services to the Customer. The Customer must appoint a person who has complete authority to provide instructions to **MAN&CAM** and respond to requests for feedback until **MAN&CAM** has ceased providing Services to the Customer. The person appointed must be available to respond to communications from **MAN&CAM** on every day which is a business day in New South Wales, Australia.

After 1 month of inactivity from The Customer, **MAN&CAM** will invoice for file storage, at a cost of \$150 +gst per 500Gb (or part thereof), per business week of inactivity (or part thereof). Projects that do not progress due to a lack of activity from The Customer will be disposed of, deleted or erased after (1) month of inactivity or non-payment of file storage fees on the first invoice due date.

8. RAW FOOTAGE

If the Customer requires any Raw Footage to be provided, then Customer must pay **MAN&CAM** an additional fee.

9. FILMING ON LOCATION

A day of filming includes up to 1 hour of travel (from Artarmon NSW to the location and back) and up to 10 hours on location. Our production time starts from the moment our vehicle arrives in your area (e.g. if access to parking in your area takes 30 minutes, that time is considered production time). Overtime starts after 10 hours and is calculated at 150% of our current hourly rate.

10. LIABILITY

The extent of **MAN&CAM**'s liability due to illness, errors, omissions, professional negligence, technical and mechanical failures, and/or the effects of a crime is limited to the total amount paid by the client for the specific services.



11. OUT OF BUSINESS HOURS, WEEKENDS AND PUBLIC HOLIDAYS

The following applies for pre-production, production and post production work.

- 11.1. Working hours prior to 7am (where our presence on location is required before 7am) and after 7pm (where our presence on location is required after 7pm) incur and surcharge which is calculated at 150% of the applicable hourly rate.
- 11.2. Filming hours on weekends incur a surcharge which is calculated at 150% of the applicable hourly rate.
- 11.3. Filming hours on public holidays incur a surcharge which is calculated at 200% of the applicable hourly rate.

12. YOUR RESPONSIBILITIES

You must do all things reasonably necessary, and supply **MAN&CAM** in a timely fashion with all materials reasonably required by **MAN&CAM**, in order for **MAN&CAM** to perform the services. This may include without limitation supplying copy, photographs and other visual or audio-visual material, and if required, performing sub-editing and copywriting.

Without limiting **MAN&CAM**'s rights under this agreement, if **MAN&CAM** is unable to complete any services because of your actions or omissions, or if you instruct **MAN&CAM** to cease or postpone any work, **MAN&CAM** may still render invoices for time expended or work already performed, including for any third-party disbursements incurred or agreed to.

MAN&CAM accepts no responsibility for errors that you do not detect at sign-off stage, nor for any loss or damage of any kind (including legal costs on an indemnity basis) which you or any third party may suffer as a result of those errors not being detected, or as a result of changes requested or required by you after sign-off.



13. VENUE LOCATION FEES & PERMISSIONS

Unless otherwise agreed in writing, The Customer must obtain any necessary consent or permission and pay any fees which may apply for **MAN&CAM** to film at a particular venue, location or event.

14. POST PRODUCTION AMENDMENTS

A determined number of amendment rounds is agreed during the quotation process. If no number is agreed, the default of 2 rounds of amendments applies.

MAN&CAM will provide the Customer with 'version one (1)' of an initial edited video file. The Customer must notify **MAN&CAM** of all proposed changes within seven (7) days of receipt of the draft copy, constituting 'round one (1)' of amendments.

Once the proposed changes have been made, **MAN&CAM** will provide the Customer with the 'version two (2)'. The Customer must notify **MAN&CAM** of all proposed changes within seven (7) days of receipt of the draft copy, constituting 'round two (2)' of amendments.

Once the proposed changes have been made, **MAN&CAM** will provide the Customer with the final version in the agreed format, or the 'version three (3)', which follows the same procedure as previous rounds.

Additional rounds of amendments, over the agreed amount or default number of two (2), will be charged at our applicable post production hourly rate and added to the final invoice. Please be aware each round of amendments (even for a short sequence) takes a considerable amount of time to check, render & upload for review. It is recommended to avoid drip-feeding amendments throughout the process as this will increase the number of amendment rounds required.

15. ARTISTIC LICENCE

The Customer acknowledges and agrees that editing an event and the production of finished works may include elements of artistic expression and interpretation. **MAN&CAM** reserves the right to use 'Artistic Licence' in any commissioned works that require editing or the production of finished works. The re-editing of commissioned works is offered as an optional extra by prior arrangement. A quotation for re-editing will be provided by **MAN&CAM** on request.



16. SUB-CONTRACTING

MAN&CAM reserves the right to sub-contract any Services that **MAN&CAM** has agreed to perform for the Customer as it sees fit.

17. TERMS OF USE OF VIDEO BY MAN&CAM

Unless otherwise specified in writing, **MAN&CAM** reserve the right to use the raw footage and final edit(s) for their own marketing purposes, including (but not limited to) displaying on their website, adding all (or parts) to promotional/marketing material online or offline.

18. RIGHT OF REFUSAL OR TERMINATION

MAN&CAM reserves the right to terminate the provision of Services, if:

- 18.1.** The videographer, or any person(s) employed or contracted by **MAN&CAM** is placed in a position where there is an actual or apparent risk of injury, or
- 18.2.** there is a risk that any of the equipment used may be damaged.

If **MAN&CAM** terminates the provision of Services then any Deposit paid by the Customer is non-refundable. **MAN&CAM** may seek compensation from the Customer for any loss or damage suffered.

19. LIMITATION OF LIABILITY

The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties may be implied in these Terms and Conditions and there are rights and remedies conferred on the Customer in relation to the provision of goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").

Except to the extent of Non-excludable Rights, **MAN&CAM** will not be liable for:



19.1. Any claim by the Customer or any person, including without limitation any claim relating to or arising from all clauses, conditions, guarantees and warranties express or implied, and all rights and remedies conferred on the Customer, by statute, the common law, equity, trade, custom, usage or otherwise; and

19.2. Any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by **MAN&CAM** in writing, and

19.3. the liability of **MAN&CAM** for any such matters is hereby excluded.

Where (and to the extent) permitted by law the liability of **MAN&CAM** for a breach of a Non-excludable Right can be limited, **MAN&CAM**'s liability is limited, at **MAN&CAM**'s option, to one of the following:

19.4. The supply of the service again; or

19.5. Payment for the cost of having the services supplied again.

Notwithstanding any other provision, **MAN&CAM** is in no circumstance (whatever the cause) liable in contract, tort (including without limitation negligence or breach of statutory duty) or otherwise to compensate the Customer for:

19.6. Any increased costs or expenses;

19.7. Any loss of profit, revenue, business, contracts or anticipated savings;

19.8. Any loss or expense resulting from a claim by a third party;

19.9. or Any special, indirect or consequential injury, loss, damage or expense whatsoever and howsoever arising.

20. FORCE MAJEURE

If **MAN&CAM** cannot carry out an obligation under the Contract either in whole or in part because of anything outside its reasonable control, including without limitation, fire, flood, storm, earthquake, explosion, accident, road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third person or public authority, then **MAN&CAM**'s obligations under the Contract will be suspended for the duration of the event or waived to the extent applicable.



21. CANCELLATION

A booking is considered 'tentative' until it is 'confirmed' in writing by the Client. If required, we will seek confirmation in writing, after which the date will be released if no confirmation is received within 24 hours.

If the Client has engaged and confirmed us to provide Services on a specified date, the Client may notify us in writing (during normal business hours) of a cancellation. If notification of the cancellation is provided outside of normal business hours, it is deemed to have been provided at the commencement of the following business day.

Cancellation Fees apply as follows:

If the cancellation is made more than 14 days prior to the scheduled shoot, the Client must pay 30% of the Agreed Fee plus any expenses incurred in preparation for the Services.

If the cancellation is made between 14 days and 72 hours prior to the scheduled shoot, the Client must pay 50% of the Agreed Fee plus any expenses incurred.

If the cancellation is made within 72 hours of the scheduled shoot, or while Services are being provided, the Client must pay 100% of the Agreed Fee in full, plus any expenses incurred.

22. CUSTOMER'S MATERIALS

All Materials are used and stored by **MAN&CAM** solely at the Customer's risk and **MAN&CAM** is under no obligation to insure any Materials. Neither **MAN&CAM** nor any of its officers, employees, agents or subcontractors will be liable for any loss, destruction or damage ("Loss") of the Materials other than loss caused by their negligence but any liability for such loss will be limited to replacement of the Materials; **MAN&CAM** will not be liable in respect of any Loss of the Materials arising out of the action of any person not employed or engaged by or associated with **MAN&CAM** even though such person is present during and involved with the performance of the Services; and The Customer must retain a master copy of each and every recording delivered to **MAN&CAM** for the purposes of the Contract.

23. CUSTOMER ACKNOWLEDGEMENTS

The Customer acknowledges and agrees that: **MAN&CAM** will have a lien on Materials provided by the Customer, and No title (including any copyright) in the Services manufactured, produced, duplicated or otherwise provided by **MAN&CAM** will be **MAN&CAM**full. The Customer acknowledges and agrees that upon payment of all



outstanding invoices due to **MAN&CAM**, the Customer is entitled to receive the finished works, but has no entitlement to the working files of **MAN&CAM**. The Customer acknowledges and agrees that the content, views and opinions expressed in the finished works produced for the Customer by **MAN&CAM** are solely those of the Customer. The finished works are intended to represent the opinion of the Customer and in no way reflect the views and opinions of **MAN&CAM**, its employees and subcontractors.

24. CUSTOMER UNDERTAKINGS AND WARRANTIES

The Customer must obtain all necessary permissions and authorities in respect of the use of the Materials which are to be included in the Customer video. The Customer indemnifies and holds **MAN&CAM** harmless from any claims or legal actions related to the content of the Customer's video. The Customer hereby indemnifies and holds harmless **MAN&CAM** against all loss, damage, costs or expenses suffered or incurred by **MAN&CAM**.

25. QUOTATIONS

All efforts are put into providing accurate quotes for video productions. Some video productions, however, require additional resources and/or additional time due to unforeseen circumstances such as (but not limited to) weather, venue availability etc. In the event additional costs are required, we will advise you as soon as possible. **MAN&CAM** take no responsibility for extra costs due to reasons outside of their control. It will be assumed and accepted by The Customer that these costs will be charged, in addition to the agreed quote, as long as these additional costs are fair & reasonable.

26. PAYMENT TERMS

No deposit is required at the time of booking; the total cost of the quote is payable upon completion of the work.

Payment is due within 14 days of the invoice date. Payments will only be considered received once funds have cleared. Time for payment is of the essence.

A late payment administration fee of \$50 will apply for every commenced fortnight the balance remains unpaid. Any fees associated with recovering payments will also be chargeable.



Payment is to be made in Australian Dollars. The Customer is responsible for all payment-related costs, including bank transfer fees. All invoices must be paid in full, without any deductions.

Accepted payment methods: Bank transfer and cash payments.

27. DISBURSEMENTS

All reasonable disbursements and out-of-pocket expenses (such as parking, tolls and crew food on location if not supplied by the customer) incurred by **MAN&CAM** in connection with the relevant work are added to the fees payable by **MAN&CAM** and must be paid by you i.e. we add these to the final invoice and are NOT included in the quotation. Without limiting the foregoing, any estimates provided by **MAN&CAM** for any stage of work will, unless expressly stated to the contrary, include an estimate of any reasonably foreseeable disbursements and expenses.

28. POSTAGE & HANDLING

All postage & handling is charged on final invoice. **MAN&CAM** takes no responsibility for items lost in the mail. It is the responsibility of The Customer to request additional postage services, such as insurance and/or registered post.

29. TRANSACTING WITH MAN&CAM

All prices quoted and transactions are conducted in Australian Dollars (AUD).

Payment by EFT:

Bank name: Commonwealth Bank

Account name: Laszlo Mizsak

BSB: 062 217

Account number: 1074 6682

Branch Address: 116 Miller St, North Sydney NSW 2060, Australia

Swift code: CTBAAU2S

Terms: 14 days of invoice date



30. PRIVACY

All information received by **MAN&CAM** from the Customer, written or otherwise, will be kept confidential. Any private information will not be divulged or distributed to any third party without the Customer's consent.

31. OTHER MATTERS WHICH AFFECT THE CONTRACT

The laws of New South Wales apply to the Contract and the Customer must bring any proceedings against **MAN&CAM** in a New South Wales Court. If a condition or part of a condition is unenforceable, it must be severed from the Contract and does not make the rest of the Contract unenforceable. **MAN&CAM** is not bound by any waiver, discharge or release of a condition or any agreement which changes the Contract unless it is in writing and signed by or for **MAN&CAM**.

32. AMENDMENT

MAN&CAM reserves the right to amend these Terms and Conditions at any time. Amendments will be effective after the Customer has been given 7 days written notice.