

**Morris Lane Creative Media
Terms and Conditions**

Your attention is respectfully drawn to the sections covering PAYMENTS, OWNERSHIP and COPYRIGHT

DEFINITIONS

- In this document the following words shall have the following meanings:
- "Agreement" means these Terms and Conditions together with the terms of any applicable Schedule of Work;
- "Client" means the organisation or person who purchases services from Morris Lane Creative Media;
- "Schedule of Work" means a statement of work, quotation or other similar document describing the services to be provided by Morris Lane Creative Media;
- "Production" means the work as requested by the Client and agreed by Morris Lane Creative Media.
- These Terms and Conditions shall apply to all contracts for the supply of services by Morris Lane Creative Media to the Client.
- Before the commencement of the services, Morris Lane Creative Media shall submit to the Client a Schedule of Work that shall specify the services to be performed and the fees payable. The Client shall notify Morris Lane Creative Media immediately if the Client does not agree with the contents of the Schedule of Work.
- Morris Lane Creative Media shall use all reasonable endeavours to complete the services within estimated time frames as outlined in the Schedule of Work, but time shall not be of the essence in the performance of any services.

NOTICES

- Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party or such other address as such party may from time to time have communicated to the other in writing.

PRE-PRODUCTION

- The Client's requirements must be clearly stated **in writing** before the Production commences and will be used by Morris Lane Creative Media to establish a Schedule of Work.
- Any **subsequent changes** must be provided in writing and approved by Morris Lane Creative Media.
- Additional research, sequences and post-production (e.g., editing) beyond the agreed Schedule of Work will be liable to further charges.

PRODUCTION

- Morris Lane Creative Media shall not commence production until a formal agreement to start has been provided in writing by the Client.
- All confidential or proprietary information, which Morris Lane Creative Media receives 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.
- Any contract requiring Morris Lane Creative Media to work to specific deadlines provided within the Schedule of Work will be deemed to include a proviso that the Client will make themselves reasonably available to communicate with Morris Lane Creative Media.

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EXPENSES

- All reasonable expenses incurred by Morris Lane Creative Media during the course of the Schedule of Work are to be met by the Client.
- Expenses include but are not exclusively restricted to:
transportation
accommodation
meals away from base
equipment hire
materials.

PAYMENT

- Where the production process is expected to be greater than six weeks, a deposit of 25% of the estimated fee is required **before** the start of production as indicated in the Schedule of Work.
- on completion the Production will be delivered together with a final invoice, **payable within 30 days of issue**.
- payment is required via **bank transfer**.
- **where payment cannot be made by bank transfer, i.e., where a cheque must be issued, an additional processing fee will be levied. This is currently £10.00 per cheque.**

OWNERSHIP

- The Production will remain the property of Morris Lane Creative Media until the work has been approved and signed-off by the Client in writing and all outstanding payments have been received.
- **Morris Lane Creative Media is not liable for any errors once the Production has been agreed and signed-off as 'fit for purpose'.**
- Changes and alterations beyond final delivery of the Production will be liable to additional charges.

COPYRIGHT

- In accordance with International Copyright Law, Copyright ownership of **all original footage** as gathered by Morris Lane Creative Media and/or by their Contractors will remain with Morris Lane Creative Media and may be used by Morris Lane Creative Media in future productions unless separately agreed in writing **ahead of the Schedule of Work's commencement**.
- On completion, the completed Production's copyright will be transferred to the Client.
- Morris Lane Creative Media retains the right to use the completed Production in future promotional work.
- All storyboards, scripts and treatments developed by Morris Lane Creative Media will remain the property of Morris Lane Creative Media and as such may be applied to future productions if the Production for which they were drawn up is terminated by either party.

TERMINATION

- Both parties may terminate the contract at any time by written Notice of Termination.
- When a Client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Morris Lane Creative Media, unless any other written agreement is reached beforehand.
- Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

Revised September 2011