

LONE WOLF PRODUCTIONS | DOMINIC HILDREW T&C's

Terms and Conditions

ENGAGEMENT

- All rates, services and T&C's are subject to discussion and maybe revised depending on the scope of the project.
- My Rate Card/Terms & Conditions should be reviewed prior to any engagement.
- Services are provided subject to my Rate Card/Terms & Conditions and automatically apply to all engagements unless otherwise agreed in writing.
- Services may be provided under a separate written agreement issued for a specific engagement. Any agreed variations shall apply only to that engagement. Where a separate agreement applies, my Rate Card/Terms & Conditions remain in effect unless otherwise agreed in writing.

DEFINITIONS

"Client" refers to the person or company responsible for the hire of the Company.

"Company" or "Production Company" means Lone Wolf Productions and/or Dominic Hildrew.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1. PAYMENT

1.1 - Payment Structure:

1.1.1 - The client agrees to pay the Company according to the payment structure outlined in the project proposal, agreement/deal memo, Purchase Order (PO) and/or my Rate Card and T&C's.

1.1.2 - Alternative payments may be arranged hourly or by milestones, or as otherwise agreed upon in writing. Flat-rate pricing is not available.

1.2 - Payment Due Date:

1.2.1 - All invoices are due within 14 calendar days of the invoice date, unless otherwise agreed in writing.

1.2.2 - Late payments may be subject to late fees. Any invoices not paid by the due date may incur statutory interest charged at 8% of the total plus the Bank of England base rate.

1.3 - Payment Terms exceeding £5,000:

1.3.1 - For productions exceeding £5,000, a 50% upfront fee is applicable. The remaining balance is due upon completion of the production. Failure to remit the full payment within the stipulated time frame will result in the application of statutory interest, computed at 8% of the total plus the Bank of England base rate.

2. RATES & TIME

2.1 - Rates are calculated daily, based on the Standard Working Day of 10 working hours + 1 hour unpaid lunch break (SWD/10+1).

2.2 - Overtime will be charged hourly based on the individual's role(s) in line with the relevant BECTU/APA recommended minimum Terms and Conditions.

Travel fees will be introduced when travel time exceeds 60 minutes for a single journey. Travel time is calculated from my studio near Guildford (GU1).

2.3 - When travel time exceeds 60 minutes for a single journey, the relevant basic hourly rate will be charged. Travel time is calculated from my studio near Guildford (GU1).

2.4 - Travel by air:

2.4.1 - If the flight time exceeds 4 hours there will be no shooting on the day of the flight, unless prior written agreement.

2.4.2 - If the flight time exceeds 8 hours there will be no shooting until 24 hours after the arrival time, except in exceptional circumstances, prior written agreement required.

2.5 - Pricing of each production depends on multiple variables, including intensity of the shoot and nature of the production. Rates are based on industry standard pricing structures.

2.6 - I am within my rights to update my pricing structures at any time.

3. CANCELLATION & POSTPONEMENT

3.1 - Cancellation Notice:

3.1.1 - Clients are required to provide a minimum of 7 business days' notice in the event of a cancellation. This notice period allows me to manage my resources effectively and make necessary adjustments to accommodate changes in scheduling.

3.2 - Cancellation Fees:

3.2.1 - In the unfortunate event of a cancellation, a cancellation fee will be applied based on the timing of the cancellation. This fee is designed to account for the planning, preparation, and resources already invested in the scheduled production.

3.2.2 - Cancellations made within 24 hours of the scheduled production start date will incur a cancellation fee of 100%.

3.2.3 - Cancellations made within 5 calendar days of the scheduled production start date will incur a cancellation fee of 50%.

3.2.4 - Cancellations made within 7 calendar days of the scheduled production start date will incur a cancellation fee of 25%.

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3.3 - Rescheduling:

3.3.1 - Clients may request to reschedule without incurring a cancellation fee, subject to availability and agreement between both parties.

3.4 - Force Majeure:

3.4.1 - In the event of unforeseen circumstances (e.g., natural disasters, pandemic, etc.), both parties will work together to find an equitable solution, which may include rescheduling or modifying the project scope.

3.5 - Payment Obligations:

3.5.1 - Any outstanding payments must be settled according to the original payment schedule, regardless of the cancellation.

3.6 - Client Responsibilities:

3.6.1 - Clients are responsible for any non-refundable expenses incurred by the production company up to the point of cancellation.

3.7 - Notification Process:

3.7.1 - Cancellation requests must be submitted in writing, and the effective date of cancellation will be the date of receipt of the written notice.

3.8 - Refund Policy:

3.8.1 - Refunds, if applicable, will be processed within 30 calendar days from the effective date of cancellation.

3.9 - Termination by Production Company:

3.9.1 - The production company reserves the right to terminate the agreement in the event of client non-compliance with terms or unethical practices.

3.10 - Review and Modification:

3.10.1 - This policy is subject to periodic review and may be modified at the discretion of the production company.

3.11 - Additional notes:

3.11.1 - These cancellation policies are in place to ensure fair compensation for the commitments made and costs incurred in anticipation of the scheduled production. I appreciate your understanding and cooperation in adhering to these terms.

4. EXPENSES & ADDITIONAL COSTS

4.1 - All reasonable expenses incurred by The Production Company providing the service shall be costed to the Client payable in addition to the Fee.

4.2 - My kit is for wet hire only. A kit rental fee applies in addition to my rate. Please note, a "box fee" for my floor bag also applies. If additional specialist equipment is required, this will be hired from a provider of my choice.

4.3 - Expenses, unless prior notification by The Production Company shall apply:

4.3.1 - All applicable travel costs including public transport, parking fees and mileage charged at a fixed rate of £0.45 per mile, per vehicle (unless agreed in writing prior).

4.3.2 - Overnight stays at £115.00 per person (unless agreed in writing prior).

4.3.3 - Per Diems (daily subsistence) of £25.00 per day (unless agreed in writing prior).

4.4 - Where extra costs may be incurred as a result of alterations to the original brief or otherwise at the client's request, I expect these costs to be covered by the client.

5. OWNERSHIP & USE OF MATERIALS

5.1 - The Production Company is under no obligation to provide raw files, assets, or projects to any client without prior agreement under special circumstances.

5.2 - Content captured or created for specific projects cannot be used for any other future productions without written agreement.

5.3 - I reserve the right to use any original footage or completed video obtained for my own promotions. Including online portfolios, online marketing, showreels, etc.

5.4 - Admin fee may be charged if assets are required after a production has been signed off.

5.5 - I will endeavor to maintain assets, raw footage and master copies of final deliverables, although I cannot be held responsible for any damage or loss of materials once a production has been completed. It is the Clients responsibility to safely store any products supplied after being delivered.

6. AMENDMENTS

6.1 - Amendments and Revisions:

6.1.1 Clients are entitled to request amendments and revisions to the delivered video production project as part of the agreed-upon scope of work.

6.1.2 Amendment requests must be submitted in writing and clearly specify the changes desired.

6.2 - Amendment Limitations:

6.2.1 - The number of amendments included in the project fee is outlined in the initial agreement. Additional amendments beyond this limit may be subject to additional charges.

6.2.2 - Substantial changes to the project scope, including major revisions after the final approval, may require a separate agreement and incur additional fees.

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6.3 - Timelines:

6.3.1 - Clients must provide amendment requests within a reasonable timeframe from the date of project delivery.

6.3.2 - The video production company will make best efforts to accommodate reasonable amendment requests within the agreed-upon timeline.

6.4 - Approval Process:

6.4.1 Upon completion of requested amendments, clients will be provided with a revised version of the video for review.

6.4.2 Clients are required to promptly review and communicate any further amendments or approve the final version within the specified timeframe.

6.5 - Fees and Payments:

6.5.1 - The cost of amendments within the agreed-upon scope is included in the project fee.

6.5.2 - Additional amendments beyond the agreed scope may be subject to additional charges, which will be communicated and agreed upon before implementation.

6.6 - Client Responsibilities:

6.6.1 - Clients are responsible for providing clear and detailed instructions for desired amendments.

6.6.2 - Failure to communicate necessary changes or approvals within the specified timeframe may impact project timelines and may result in additional charges.

6.7 - Project Completion:

6.7.1 - The video production project is considered complete upon client approval of the final version or expiration of the agreed-upon amendment process.

6.7.2 - Any further changes requested after project completion may be subject to additional fees and a separate agreement.

6.8 - Dispute Resolution:

6.8.1 - In the event of disputes regarding amendments or revisions, both parties agree to engage in good-faith negotiations to reach a resolution.

6.8.2 - If a resolution cannot be reached, the parties may pursue alternative dispute resolution methods as outlined in the original agreement.

7. CREDIT

7.1 - Where applicable, I ask that the Client credit the Company "Dominic Hildrew" and/or "Lone Wolf Productions".

7.2 - When posting content produced or featuring those working at or with the Company, I ask that the appropriate credits are linked where applicable. E.g. Instagram - @dom.hildrew. Please consult with me when doing this so I can correctly credit each individual accordingly.

7.3 - I may want to use client logos on my website. Please let me know if you would prefer I didn't do this.

8. MISCELLANEOUS

8.1 - With productions where the Client will be supplying actors, talent, products, props, locations or other resources used within a production, it is the Client's responsibility that these factors are suitable or well prepared for being on camera. I will endeavor to do our best to aid the actors, talent, or individuals involved within the production but will not be held responsible if said individual or product is ill-prepared or unsuitable for camera.

8.2 - When working with me on productions it is required that I have a suitable safe dry space to store my equipment. Mains power and a table may be required.

CLIENT OBLIGATIONS & DUTIES

It is the Clients responsibility to hold adequate Production Insurance for the relevant period, covering all Transit, Prep and Shootdays. An adequate 'Certificate of Insurance' must be provided and agreed on, prior to any engagement. This includes, but is not limited to; Employers' Liability, Public Liability and Owned/Hired-in equipment, covering kit rented by me or any third party.

9. CONTRACT

9.1 - By verbally or nonverbally agreeing to a project proposal, agreement/deal memo, Purchase Order (PO) and/or my Rate Card/Bookings & Confirmation, the client is agreeing to all of the above Terms and Conditions on behalf of their department or company.