

Definitions

- 'We,' 'our' 'EpicTech Media' or 'the Company' are references to EpicTech Media Limited
- 'You', 'customer' or 'client' are references to you and any Group Company unless otherwise stated.
- "Project", "production" or "job" are references to whole of the goods and/ or services being delivered in this quotation.
- "Deliverable(s)" are references to any goods or services being provided to the client upon conclusion of the project.
- "Dependencies" are references to requirements we have that are necessary to be met by the client or any other suppliers, vendors or other third parties for delivery of the project.
- "Third-party" are individuals, entities, or organisations that are not a direct party to this agreement but provide a service, product, or contribution that is utilised or incorporated within its scope.

1. Payment

- 1.1. This quote, including all items specified herein, accurately reflects the scope of the project as understood at the time of issuance.
 - 1.1.1. Should the scope of the project change, additional costs may need to be borne by the client. In this instance, a new quote will be issued.
- 1.2. Unless otherwise agreed in writing with EpicTech Media, a non-refundable payment for the full value of the order is required to be cleared in our bank account to secure the booking, and due prior to any work on the project commencing.
- 1.3. The final invoice for the balance of any unpaid goods or services on the order, will be submitted upon delivery of the project, or 30 days after the project commences, whichever is sooner.
- 1.4. All invoices are issued on 14-day payment terms.
- 1.5. By commencing a project with EpicTech Media, or paying a deposit invoice, you are agreeing to these terms and conditions.

2. Fees and Expenses

- 2.1. Any discussions, suggestions, or verbal agreements made prior to this quotation are not considered part of the agreed scope or pricing unless they are specifically included in this quotation. If an item or service is not explicitly listed, it is not included, even if it was previously discussed.
- 2.2. All travel in excess of fifteen miles from our office at MK43 9SP, will be charged at £0.45 per mile.
- 2.3. Any additional work to that which is included in this quote will be charged at our standard hourly rate of £80 per hour, unless otherwise agreed with the client in writing.
- 2.4. For any equipment which is lost, damaged or stolen whilst in the care of a client or their associates, the cost of purchasing a replacement will be charged to the client. For the avoidance of doubt, equipment is deemed to be in the care of the client at any point where a project requires our staff to leave equipment unattended, or in the care of any third party. This includes storage of equipment on a client's or third-party's site overnight.
- 2.5. The company retains the right to charge out-of-pocket expenses (such as, but not limited to parking, fines, tolls, and congestion charges) incurred in fulfilling this project – subject to being able to provide the Client with proof of expenditure. All out-of-pocket expenses will be charged at cost.

3. Copyright and Usage

- 3.1. EpicTech Media maintain full copyright ownership of any content created or captured.
- 3.2. For any material (such as but not limited to video, photographs, branding, logos) provided by the Client to EpicTech Media, the Client will indemnify EpicTech Media against any future possible claims, disputes, expenses, or similar that may arise from a third-party concerning usage of such material.
- 3.3. Upon full payment for the project being received, EpicTech Media will grant a non-transferable licence to use the deliverable(s) commercially, including in paid-for online advertising.
- 3.4. Any content contributed by third parties to the project (such as, but not limited to music, voiceovers, graphic assets etc), will remain under the licencing terms as dictated by the provider. We will endeavour to provide copies of these licences upon request.
- 3.5. The client accepts that the content produced for the project (including but not limited to video footage or graphics assets), may not be used for any purpose other than those stated within any quotation document provided by EpicTech Media without prior written approval from EpicTech Media.
- 3.6. The client accepts responsibility for ensuring any deliverable(s) meet the legal criteria for distribution on any platform where any deliverable(s) will be published.
- 3.7. The client accepts responsibility for ensuring they and EpicTech Media have the relevant permission to use all content (including imagery of individuals and locations captured in the course of the project) within the final deliverable(s).
- 3.8. You ensure that your client and any clients thereafter are aware and agree to these terms and conditions.

4. Delivery

- 4.1. The clients accepts that the delivery of the project is subject to the dependencies stated within any quotation, or other communication relating to this project, being met and provided for. EpicTech Media cannot be held liable should the client not provide/ meet these dependencies. In the event of non-delivery of a project due to dependencies not being met, the full balance of the project will still be payable to EpicTech Media.
- 4.2. Where applicable, we will keep the finalised full quality versions of the deliverable(s) archived for three months after the project completion date. During this time, in the event you lose all copies of your finalised deliverable(s) for this project, we can unarchive the full quality versions for a fee of £80 per hour spent unarchiving. Beyond the three-month period, we cannot guarantee continued availability of the archived material or asset(s).
- 4.3. We will keep raw assets archived for three months after the project completion date. During this time these can be unarchived for a fee of £80 per hour spent unarchiving.
- 4.4. EpicTech Media reserves the right to void Clauses 4.2 and 4.3 following discussion and agreement with the client.
- 4.5. We reserve the right to substitute any goods or services specified for projects, or listed in quotations and proposals, for alternative goods or services which perform an equivalent function as required by the production.
- 4.6. Unless stated in the quote line items, all crew rates are based on a standard working day of up to 12 hours on site, including travel from our Bedford office. Time worked in excess of 12 hours, up to a maximum of 16 hours, will be charged at 1.5x the standard day rate. Any time worked beyond 16 hours will be charged at 2x the standard day rate.
- 4.7. During the post-production or post-shoot phase of some projects, draft videos may be provided for the client to review and approve. Unless otherwise agreed in writing, the following time frames should be expected:
 - 4.7.1. Initial drafts of any deliverable(s) follow the final day of production, ten working days.
 - 4.7.2. Amendments based on feedback provided by a client on any draft deliverable(s), five working days.
 - 4.7.3. Final delivery of deliverable(s) upon approval from client, and where applicable receipt of final project payment, five working days.

5. Liability

- 5.1. In the event of cancellation by EpicTech Media, liability shall be limited to a refund of fees paid in relation to the project.
- 5.2. EpicTech Media are not liable for non-delivery of projects due to circumstances and failure of services outside of our control (such as, but not limited to, internet connectivity, mobile data connectivity, power supply, couriers, software, and products and services provided by a third-party), including projects where any of these elements are provided by EpicTech Media.
- 5.3. The client recognises that while delivering assets or services as outlined in any quotation for this project, EpicTech Media may rely on equipment to do so. Whilst we endeavour to maintain all our equipment to the highest standards. In the unlikely event of equipment failure, EpicTech Media cannot accept liability for any losses or damages that may result.
- 5.4. EpicTech Media cannot accept liability should we be unable to retrieve archived data.
- 5.5. Unless otherwise agreed, the Client accepts the company's decisions on creativity within the project.
- 5.6. EpicTech Media accepts no liability for any loss or damage that may arise from the fulfilment of the project.
- 5.7. Whilst every care is taken in the handling of the Clients property, EpicTech Media accepts no responsibility whatsoever for any loss or damage, howsoever caused, for any loss by unforeseen circumstances whilst they are in the custody of the company.
- 5.8. Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (such as but not limited to, natural disaster, government restrictions, acts of God). Upon occurrence of a Force Majeure Event, the affected party shall promptly notify the other party, and both parties shall make reasonable efforts to minimize the impact and resume performance. Both parties shall continue performing their obligations to the extent possible despite the Force Majeure Event.

6. General

- 6.1. These Terms and Conditions are binding and form the entire agreement unless superseded by a signed contract.
- 6.2. Should EpicTech Media choose not to enforce any or all of these conditions, it should not be interpreted as a waiver of any of EpicTech Media's rights.
- 6.3. These Terms and Conditions may only be modified in writing and must be agreed by both parties.
- 6.4. These Terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom

