

## On A Roll Productions Disclaimer

All work carried out by On A Roll Productions is governed by these Terms and Conditions. Please read these terms carefully as they contain important information about your rights and obligations.

### 1. Definitions

- a) Please read these terms and conditions carefully before using On A Roll Productions ("On A Roll Productions" "the Company" "we" or "us"). By accessing or using onarollproductions.co.uk ("The Website") you agree to be legally bound by these terms and conditions as they may be modified and posted from time to time. By accessing The Website you accept and agree to these terms and conditions of use as they apply to your use of The Website.
- b) For the purposes of this document, the Company is any employee or agent acting on behalf of On A Roll Productions.
- c) The Client is anyone or any organization engaging the services of the Company and includes all employees and / or agents of the Client.
- d) The *Standard Hourly Rate* is the set, standard amount payable for One Hour's work, agreed upon prior to the commencement of the work. The *Standard Hourly Rate* is applicable Monday to Saturday between the hours of 3pm and 11pm except bank holidays.
- e) The *Overtime Hourly Rate* is the amount payable per hour of work conducted outside the ambit of the *Standard Hourly Rate*. This rate can be implemented at the discretion of any senior employee of On A Roll Productions at the time of booking or further booking. The extent to which this rate is increased depends on its individual situation. The situation is at the discretion of any employee working for On A Roll Productions at the time of booking.
- f) *Further Booking* is a point of booking during or at the end of a pre-booked event. This method of booking is not recommended and does not guarantee service.
- g) The *Event Operations Team* refers to the personnel that arrive onsite on behalf of On A Roll Productions. This can be from 1 – 5 employees.
- h) The *Production Team* refers to the personnel who are part of the editing, DVD authoring and design elements of any project after it has been filmed and/or photographed.

### 2. Consultation

- a) We recommend that the Client agree to a Free Consultation before the event. Client is under no obligation to confirm order after consultation, except with completion of provisional booking form.
- b) The consultation involves an employee or agent from the Company visiting the Client at their Home or designated location. At this point, Client should state exactly which options are applicable, including choice of package, price, location, date and time.
- c) A provisional booking form can be supplied before or at this consultation for review of the company. When confirmed in writing by the Company, the Client must confirm by paying a 20% deposit.
- d) Client should give any preferences on material during consultation, or risk having to pay for changes after post production. e.g. If person A has a problem with being seen with Person B during an event, the Events Operation Team or Production Team should be alerted before the production stage.

### **3. Fees**

- a) The Standard Hourly Rate is published on [www.onarollproductions.co.uk](http://www.onarollproductions.co.uk) and the Client is recommended to view this, prior to the commencement of the contract.
- b) The professional time of the Company is billed at a Standard Hourly Rate unless otherwise agreed prior to commencement of work via booked or further booked means.
- c) In all cases, the Standard Hourly Rate shall apply from the time of arrival at the Client's location to the time of departure from the Location of the Client.
- d) The Overtime Hourly Rate shall apply to any billable hours incurred on the Client's request outside the above hours or via further booking. As of December 2006, the Overtime Hourly Rate, is set at a 25% premium on the Standard Hourly Rate.
- e) A fixed fee arrangement can be agreed if the Client chooses a pre-designed Package. Otherwise, unless agreed in writing, the value of all work undertaken will be billable as per the hourly fees described above.
- f) Upon booking completion, the client is required to pay a 20% deposit for confirmation.

### **4. Expenses**

- a) On A Roll Productions is run by its Headquarters in South-East London and also has a branch of service in Central Bournemouth. If the distance to the site from the closest branch is greater than 10 miles, then travel expenses will be charged. Distance is calculated via [www.theaa.com](http://www.theaa.com)'s Journey Planner.
- b) Travel will be charged at the recommended Inland Revenue rate, currently at 40 pence per mile. If for some reason, the event operations team cannot travel by car, travel time will be negotiated with client, accounting for fares via rail, bus, coach, taxi or any other method of public transport.
- c) Depending on the size of the final piece, the free postage service may become inept and should be replaced by a small postage fee, decided by the Company. This is a rare occurrence, but should be made aware to the Client.

### **5. Invoices and Terms of Payment**

- a) Invoices will be submitted upon completion of filming. Invoices are due and payable when submitted unless prior agreement has been made by the Company to extend terms of payment. If Terms of Payment are extended to the Client by the Company, they shall be Net 30 days. The Production Stage cannot commence until the full payment is received.
- b) If the balance is not paid by the due date we reserve the right to cancel your order, retain your deposit, and apply the cancellation charges set out in the paragraph headed 'Cancellations'
- d) Methods of Payment. Invoices may be settled by cash, or a cheque drawn on a UK bank or bank transfer. Paypal is also an acceptable method payment but must be negotiated with notice before payment date.

### **6. Cancellations**

- a) Cancellations cannot be accepted without prior agreement in writing from the Company.
- b) In the event of appointment being cancelled we reserve the right to apply cancellation charges, to reclaim any costs directly or indirectly incurred. The cancellation charges will apply as follows:
  - i. For cancellations made 7 days or more in advance of the appointment date: 20% Cancellation Charge (Deposit)
  - ii. For cancellations made between less than 7 days in advance of the appointment date: 50% of the charge

- iii. For cancellations made less than 48 hours prior to the appointment date: 100% of the Charge.

## 7. Quality

- a) All material is put through a 3 stage On A Roll Quality Check to ensure the project is up to standards.
  - i. On A Roll uses High Definition Recording equipment which is labelled between industry-leading and industry-standard.
  - ii. On A Roll uses High quality digital equipment to transfer data and uses state-of-the-art, industry standard equipment and software for editing and postproduction.
- b) DVD. The format that your DVD will be supplied in is the DVD-R format. We use this format because of its compatibility with over 96% of stand alone DVD players. i.e. not all PC DVD players or ALL gaming consoles.

Unfortunately there are still some compatibility issues with DVDs. MOST new stand-alone units will play DVD-R disks, however some older units will not. If you are not sure, you are strongly advised to check your player's manual, or visit the following website to check for compatibility: [www.dvdrhelp.com/dvdplayers.php](http://www.dvdrhelp.com/dvdplayers.php)

If you feel that your DVD player will not support DVD-R, then notify us immediately and we will endeavour to arrange to have your DVD in a format that suits your player if possible.

We are happy to loan you previous productions we have done to test out your player. This can be arranged in your consultation.
- c) Expectations. Client recognises that the Company undertakes to provide professional services on a best effort basis and that schedules and results are dependent on many factors beyond the Company's control such as availability of resources and personnel, holidays, hardware/software failure and weather.
- d) Any complaint by the Customer in respect of work performed by the Company in respect of the techniques and methodologies used, shall be notified to On A Roll Productions immediately and by no later than 14 working days after the completion of the event. Failure to do so shall absolve On A Roll Productions from any liability in respect of the service provided.

## 8. Warranty

- a) The client has a 14 day warranty from the day the product is received.
- b) This warranty accounts for misinformation and non-scratch related disc issues ONLY.
  - i. **Misinformation.**

This covers errors such as misspelled/incorrect names, incorrect dates, and misspelled/incorrect places.
  - ii. **Non-scratch related disc issues.**

When Discs are handed over, they have passed a 3 stage On A Roll Quality Check and therefore, are virtually scratch-free. This means that any scratches that hinder the performance of the disc can only be created by the client and therefore, is not covered by this warranty.
- c) Client must sign Receipt of possession once received to confirm the state of the product conforms to On A Roll Quality Checks before warranty is valid. This way, any damage that takes place in client's possession is the client's liability. If there is no receipt, client should request a copy. In this case, the Company is just waiting for confirmation that the Client has received the order and may remove the need for receipt with confirmation email/letter used as a replacement.

## 9. Website ([www.onarollproductions.co.uk](http://www.onarollproductions.co.uk))

- a) None of the content of any web pages may be incorporated into, reproduced on, or stored in any other Web site, electronic retrieval system, or in any other publication, whether in hard copy or electronic form. You may not, without our permission, 'mirror' this information on your own server, or modify or re-use text or graphics on this system or another system.
- b) Certain links on this Web site lead to resources located on servers maintained by third parties over whom On A Roll Productions has no control. On A Roll Productions accepts no responsibility for the information contained on such servers.
- c) On A Roll Productions may make changes to the information contained in these pages, or to the products described in them, at any time without notice but On A Roll Productions has no commitment to update the information given in these pages unless otherwise required.
- d) On A Roll Productions accepts no responsibility for loss which may arise from reliance on information contained in this site.
- e) The Website is intended to provide information about On A Roll Productions and its services. It is solely your responsibility to evaluate the accuracy, completeness, usefulness and fitness for any purpose of all details of opinions, advice, services and other information provided on The Website.

## 10. Self-Employment

- a) It is understood that the Company and its contractors, if any, shall be self employed independent contractors with the client, and nothing herein shall be construed as designating the Company as an employee or agent of the client for any purpose.

## 11. Copyright

- a) Information and images contained within any material published by On A Roll Productions are copyright and the property of On A Roll Productions.
- b) The On A Roll Productions Logo©, the On A Roll Productions© name and all product names referred to in these pages are trademarks of On A Roll Productions.
- c) On A Roll Productions does not authorise you to copy documents or material published by them and originals can be for non-commercial use only. Copies made for others from that which is provided will void the client's warranty. Any such copy shall retain all copyrights and other proprietary notices, and any disclaimer contained thereon.
- d) If additional copies other than those stated in a particular package are required, they will be supplied on a new order. This includes photo, audio, video and data.
- e) We reserve the right to use any material recorded in our own publicity material. This is because all material filmed by On A Roll Productions is under the copyright of On A Roll Productions and may be used to an extent through flyers, posters, business cards, promotional CDs and DVDs and other advertisements.

## 12. Information you provide

- a) The following applies to any information you provide to us, for example during any registration process: You authorise us to use, store or otherwise process any personal information including but not limited to your name and address to the extent reasonably necessary to provide the services which are available to us. In addition, if you send us personal correspondence such as e-mails or letters or post messages on the bulletin boards or in the chat areas then we may collect such information into a file specific to you (together, the various purposes set out in this paragraph shall be known as "the Purposes"). By using The Website, you consent to such collection and use by us. All such information collected by us shall be referred to in these terms and conditions as "Personal Information". You are solely

responsible for Personal Information and we may take any action with respect to your Personal Information we deem necessary or appropriate if we believe it may cause us to suffer any loss, liability or commercial damage. The Personal Information you provide shall be accurate and complete and all registration details (where applicable) shall contain your correct name, address and other requested details.

- b) By accepting these terms and conditions, you freely consent to the processing and disclosure of the Personal Information. If you would like to review or modify any part of your Personal Information then you should email us at [info@onarollproductions.co.uk](mailto:info@onarollproductions.co.uk)
- c) We will not disclose any Personal Information to other companies, unless required to disclose such information by law.
- d) All Content submitted to us will become the property of [onarollproductions.co.uk](http://onarollproductions.co.uk) throughout the world except any portion of the material that is Personal Information or has been requested to be returned. You have sole responsibility for the content that you submit to us.

### 13. General

- a) We may assign or subcontract any or all of our rights and obligations under these terms and conditions. We may alter these terms and conditions from time to time and post the new version on The Website, following which all use of The Website will be governed by that version.
- b) If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from them and shall be deemed to be deleted from them.
- c) These terms and conditions and your use of The Website are governed by English law and you submit to the non-exclusive jurisdiction of the English court.
- d) The Client acknowledges that by hiring the Company to perform professional services they are accepting all the above stated Terms of Business.
- e) For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999, it is agreed that no term of the agreement with the customer shall be enforceable by a third party.

For enquiries and information on our services please contact:

[info@onarollproductions.co.uk](mailto:info@onarollproductions.co.uk)

For comments and information on our website ([www.onarollproductions.co.uk](http://www.onarollproductions.co.uk)) please contact:

[Webmaster@onarollproductions.co.uk](mailto:Webmaster@onarollproductions.co.uk)

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