



TERMS AND CONDITIONS

1 INTRODUCTION

An agreement is formed between a customer (referred to as the "Customer") and Bonfire Video Ltd. (referred to as "Bonfire Video") when a signed Order is received from the Customer and accepted by Bonfire Video. These terms and conditions together with the Order shall form the agreement. The Product or Service shall mean any product or service that is provided by Bonfire Video to the Customer. These conditions do not affect your statutory rights.

2 SUPPLY

Bonfire Video agrees to supply the Product(s) or Service(s) to the Customer as detailed in the Order and according to these terms and conditions.

3 RIGHTS RESERVED

Should Bonfire Video choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of Bonfire Video's rights.

4 PAYMENT

Bonfire Video shall issue an invoice to the Customer in respect of Products or Services supplied, or to be supplied. Payment terms are 15 days from invoice date unless otherwise stated on the Order. Bonfire Video reserves the right to charge interest on overdue amounts at an annual rate of 5% above the NatWest base rate ruling on the date payment is due. Title in the Products or Services shall remain with Bonfire Video until full payment has been received, unless otherwise stipulated in the Order.

5 HEALTH & SAFETY

Bonfire Video and Customer will act in accordance with all relevant health and safety requirements in order to provide the Product(s) or Service(s).

6 CREATIVE BRIEF

Unless otherwise agreed, the Customer accepts Bonfire Video's decisions on creativity within the Product(s) or Service(s).

7 ACCEPTANCE OF GOODS

Unless otherwise agreed, the Customer will be provided with a proof of the Product(s) or Service(s) at which point it will have 28 days to accept the Products or Services or request any reasonable alterations; Bonfire Video will then have 14 days in which to action these requests and provide the final Product(s) or Service(s). Any changes after this point may be liable to additional fees. Changes that involve considerable alterations, as identified by Bonfire Video, may incur an additional fee.

8 DEPOSIT/CANCELLATION

Only when a Deposit of 50% of the whole invoice value or £1000 (whichever is greater) is paid will the dates agreed for providing the Product(s) and Service(s) be committed to by Bonfire Video. Monies paid by the Customer to reserve the Product(s) or Service(s) of Bonfire Video will be accepted as a Deposit. If the Customer cancels the order less than 4-weeks prior to Bonfire Video supplying the Product(s) or Service(s), the Customer will be liable for the whole invoice value less any Deposit already paid. If the Customer cancels their Order more than 4-weeks prior to Bonfire Video supplying the Product(s) or Service(s), they shall forfeit the Deposit.

9 AMENDMENTS TO THE ORDER

Should the Customer wish to increase or add to the Product(s) or Service(s), the Customer shall notify Bonfire Video of its intention and upon satisfactory agreement between both parties a new or additional Order will be created and signed between both parties

10 TERMINATION OF AGREEMENT

Either party shall have the right at any time to cancel an Order before the deposit is paid. Any other Orders then currently in effect may continue unaffected by the cancellation.

11 NOTICE

All Notices shall be in writing and shall be deemed to have been duly given when successfully delivered by hand, post or e-mail.

12 LIABILITY

Bonfire Video accepts no liability for any loss or damage that may arise from the supply of the Product(s) or Service(s). In the unlikely event of Bonfire Video being unable to supply the Product(s) or Service(s) as specified in the Order or not in accordance with these terms and conditions, Bonfire Video's liability shall be limited to the total invoice value – or monies already paid by the Customer whichever is less.

13 COPYRIGHT

Unless otherwise stated in the Order, Bonfire Video retains copyright in all its Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork created by Bonfire Video, its employees or its subcontractors in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any material it supplies to Bonfire Video to enable Bonfire Video to deliver the Product(s) or Service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. Bonfire Video retains the right to use this material in its original and edited form as it sees fit, unless otherwise agreed in the Order. The Customer agrees to indemnify Bonfire Video in the event of any breach of intellectual property claims being brought against Bonfire Video in respect of material supplied by the Customer. Bonfire Video grants the Customer, upon payment in full of the Invoices, a perpetual worldwide licence to use the Original Material delivered to the Customer for the purposes set out on the Order.

14 DATA PROTECTION

The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of Bonfire Video supplying the Product(s) or Service(s) – and that such recording is in compliance with GDPR. The Customer and Bonfire Video agree to comply with all applicable data protection legislation, including but not limited to the General Data Protection Regulation 2018 and any subsequent amendments thereto. For details on how Bonfire Video handles your data, please refer to our Privacy Policy.

15 COMPLAINTS PROCEDURE

In the unlikely event of a dispute over the supply of Product(s) or Service(s), the Customer and Bonfire Video agree to accept the findings of the Institute of Videography's Arbitration Office. Any disputes must be notified within 28-days of the Customer receiving the product(s) or service(s).

16 CARE AND DAMAGE TO CLIENT PROPERTY

Whilst every care is taken in the handling of the Customer's property, Bonfire Video accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of Bonfire Video. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances, will any liability attach to any claim for the value of the content.

17 RIGHT OF ASSIGNMENT

Bonfire Video retains the right to assign the supply of the Product(s) or Service(s) to the Customer to another suitable supplier should it be unable to complete the work identified in the Order.

18 EXPENSES

Bonfire Video shall be entitled to be reimbursed by the Client for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services. Such expenses will be wherever possible quoted, or alternatively estimated, and the Client will be advised of such costs by Bonfire Video. Expenses can either be paid for directly by the Client, or Bonfire Video can add them to the regular invoices for the Service. All out of pocket expenses will be charged at cost and wherever possible, proof of expenditure will be retained for the Customer, should it be required.

19 INSURANCES

Bonfire Video warrants to the Customer that it will take out and maintain throughout the term of any Order, adequate insurance, and liability insurance, with an insurance office of repute to protect itself against any liabilities arising out of any Order, in respect of all and any suppliers/employees they utilise to carry out the Order

20 CONFIDENTIALITY

Unless otherwise agreed Bonfire Video will treat any information gained during the supply of the Product(s) or Service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by Bonfire Video to supply of the Product(s) or Service(s).

21 ENTIRE AGREEMENT

These terms and conditions and all Orders between the parties constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.

22 BASIS OF LAW

These Terms and Conditions and any Order are governed by the laws of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.