



Terms and Conditions of Sale
Manto Films Ltd - *Company number 07034054*

This Agreement is between the client being supplied a service or product

Herein referred to as **the client**

AND

Manto Films Ltd

Suite 3d, Chapel Allerton House, 114 Harrogate Road, Leeds, LS7 4NY

Herein referred to as **Manto Films**

Manto Films Ltd is and will be defined by the company name and address on each invoice or quote issued in accordance with work carried out and pursuant to that company and country's law.

The client wishes to engage Manto Films Ltd, on an independent contractor basis, to undertake this production (the "project"), and / or other marketing and promotional activities listed, in accordance with the terms and conditions of this Agreement as follows:

General

1. Acceptance of any financial quotes received from Manto Films and/or the issue of a purchase order from the client to Manto Films, constitutes acceptance and agreement of the Terms and Conditions in this document, which forms the contract between Manto Films and the client.
2. All financial quotes are valid for thirty (30) days unless otherwise agreed or stated.
3. Costs will be discussed during the scoping of the project and provided as a final quote once the type and length of production has been identified (as well as time spent on pre-production, production and post-production).
4. Any additional costs to the production will be notified, agreed in writing and charged accordingly to the client.
5. Unless agreed otherwise in advance, production fees shall be exclusive of disbursements and expense items related to the agreed project such as postage, overseas telephone charges, travel, accommodation, subsistence and similar items which will be invoiced to the client on the relevant project, or separately as necessary.
6. Unless agreed otherwise in advance, Manto Films reserves the right to request 40% of the total project value (exclusive of VAT) as a deposit prior to commencement of any work. The final 60% shall be invoiced on the day that the final video files are delivered to the client.
7. All invoices must be paid within twenty eight (28) days of receipt unless otherwise agreed in writing. Late payment may incur an administration fee.

Production

8. A standard filming day is 9 hours of crew time including travel to and from location and on-set time at location (including a 30 minute lunch break). Any additional overtime required by the project or client on the filming day may be subject to additional costs.
9. A half day is defined as up to four hours including travel time to and from location. Should this extend beyond four hours, a full day rate would be chargeable.
10. Filming standards, format and resolutions are to be agreed at the outset of a project and may vary from project to project. If file requirements change during the course of a project administration charges may apply.
11. The client acknowledges the deliverable materials may include components that are owned by third parties (for instance stock footage or music) and use of such components will be subject to and governed by the applicable third-party licensing terms.
12. Videos will be uploaded via Vimeo.com for the client to review. Final download link will be sent through WeTransfer.com or via another file transfer service.
13. If a client shares a font with Manto Films, it remains their responsibility to check the terms and conditions of the licence. Alternatively, Manto Films can purchase this licence and charge the cost to the client.
14. Manto Films does not include additional accessibility elements (e.g. subtitling/audio description) as standard with their projects. This can be provided at an extra cost, but must specifically be requested in advance of the project.

Delivery

15. If a series of videos is due to be completed, Manto Films will send through a pilot video to be signed off first by the client. This is to prevent additional costs to the client, and work will not begin on other videos until the first has been approved.
16. All assets needed for the project (for instance brand design assets) should be supplied to Manto Films as early as soon as possible after the commencement of the project..
17. Delivery deadlines must be set out by the client at the outset of the project and agreed upon by Manto Films. If the date of these deadlines is brought forward after the commencement of the project, additional fees may be chargeable. Manto Films will do everything in their power to commit to agreed deadlines, but there may be external factors that impact on this. Delays in feedback from the client may compromise agreed delivery dates.
18. Feedback should be collated from all stakeholders at each draft stage. Once the client has all the feedback, an email should be sent to Manto Films to confirm this.
19. Unless agreed otherwise in advance, the quoted post production cost allows for 2 rounds of amends for each video. Any amends beyond this will be subject to additional costs. Manto Films will clarify which stage each video is at and, where possible, suggest solutions that prevent additional charges being incurred.
20. Manto Films will appoint a project lead for the project, who will be the main point of contact with the client. Manto Films strongly recommends that there should be one project lead representing the client who will liaise with the project lead from Manto Films.

21. The following will be subject to administration charges:
 - i. Amends requested on a project signed off more than 3 months before.
 - ii. Ad hoc requests that do not fall within the scope of work agreed upon at the outset of the project.

Cancellation and Termination

22. In the event of cancellation of a service or termination of the agreed contract, in whole or part, by the client prior to completion of the project, Manto Films reserves the right to make the following cancellation/termination charges:
 - i. Cancellation by the client with more than 48 hours notice before a production is due to commence may result in a charge being made to cover costs already incurred.
 - ii. Cancellation by the client with less than 48 hours notice may result in up to 50% of total charge minus any deposit paid.
 - iii. Cancellation by the client when the production has commenced, or with less than 48 hours notice, may result in up to 100% of the total charge being made.
23. Manto Films reserves the right to cancel or terminate a contract or agreed project if:
 - i. You or your organisation becomes insolvent or subject to bankruptcy proceedings.
 - ii. The reputation of Manto Films and anyone connected with Manto Films could be damaged.
24. The client may terminate the contract at any time by written notice of termination, and on settlement of account. When the client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Manto Films unless any other written agreement is reached in advance. This includes any creative and/or pre-production activity prior to filming. The cost of pre-production will have been agreed as part of the quote and is non-negotiable.

Copyright, Ownership and Usage

25. In alignment with UK law, when a client asks or commissions another person or organisation to create a copyright work, the first legal owner of copyright is the person or organisation that created the work and not the commissioner or client, unless otherwise agreed in writing.
 - i. For productions commissioned to Manto Films, Manto Films assigns joint copyright/ownership and in perpetuity usage licence for all platforms and territories for any final video edits produced only.
 - ii. Unless otherwise agreed in writing, Manto Films will retain full copyright/ownership of all RAW assets created and produced for a project commissioned by the client.
 - iii. If the client requires full copyright and ownership of the material, please contact us to discuss arrangements and terms in writing.
26. Electronic project files (for editing, motion graphics and other associated audio and visual works) remain the property of Manto Films, and copies will be given over to the client at the discretion of Manto Films.

27. Rushes/raw video files can be supplied for a fee of up to 50% of the project's full value not including the cost of hard drive and delivery, unless agreed otherwise in writing or via email.
28. Manto Films reserves the right to use any and all footage and content, created for and on behalf of the client as part of the project (in part or in full) in perpetuity and in any medium for marketing and promotional purposes. This includes all RAW files and final videos. The marketing purposes includes, but is not limited to the Manto Films website, social media channels, Vimeo account and public business presentations.
29. When producing marketing and portfolio content, Manto Films will never deface the video or add elements which could affect the client's image - but on rare occasions, Manto Films may re-edit the final video based on style, flow and music.
30. Manto Films retains the right to adapt the final video for Manto Films's showreels and portfolio content, unless otherwise agreed in writing with the client.
31. Once the client publishes the final/master video into the PUBLIC DOMAIN, it is assumed to be acceptable (unless otherwise stated by the client) for any talent that features in the video (including voiceover artists, contributors, actors and presenters) to use and publicise their appearance in the video for the purpose of the talent's own showreel and marketing use (in whole or part use).