



# Standard terms & conditions

The following Solid Rock Media Group Limited Terms and Conditions apply to all our work carried out by VideoLife. Please read these terms and conditions carefully as they set out the basis on which we provide the Proposal and our Services to you.

## Interpretation

- "Agent" means any third party appointed by us to perform any of our obligations under the Agreement.
- "Agreement" means the legal agreement for provision of the Services to you comprised of the Proposal and production budget, these standard terms and conditions and any changes we have agreed with you in writing.
- "Production" means the audio visual production created for you as part of the Services.
- "Proposal" means our proposal for the provision of the Services and any Production to you.
- "Services" means the film and video production, editing and related services provided by us and/or our Agents to you.
- "Sign-Off Document" means the document signed by you to indicate your acceptance of the completed Production and confirmation that it meets your requirements.
- "we" or "us" means Solid Rock Media Group Limited trading as 'VideoLife' and "our" has a corresponding meaning.
- "you" means the customer in the Proposal and "your" has a corresponding meaning.

## Our Commitment to You

- We warrant that we will provide the Services in accordance with the Proposal and with all due care and skill to be expected from a competent and professional media production company.
- We aim to develop a relationship with you that will be mutually beneficial and rewarding. To this end we will provide the Services in a proactive, open and constructive manner.
- All video & film are shot using professional digital video or film cameras.
- All editing is done using professional digital video editing equipment.

## Proposal Terms

- Unless otherwise agreed, our Proposal shall be valid for a period of 14 days from the date of issue.
- Prices in the Proposal are in New Zealand dollars and are exclusive of goods and services tax (unless otherwise stated).
- We reserve the right to alter the Proposal because of circumstances beyond our control.
- In order to accept a Proposal and secure a booking, the Proposal must be signed by you or an authorised signatory, dated and returned to us and the deposit paid.
- We reserve the right to levy additional hourly, half-daily or daily charges for the use of our crew or equipment if the time frames agreed in the Proposal are exceeded, unless this is due to an error on our behalf.
- Freight charges apply to all orders under \$50.
- In the event of poor weather, outside shooting may need to be postponed or cancelled. You agree to either:
  - pay an additional insurance premium to cover against cancellation due to weather (the cost of this insurance will be itemised separately in the Proposal); or
  - accept FULL RESPONSIBILITY for all charges relating to any postponement or cancellation. These may include but are not limited to talent's fees, crew time, equipment hire, venue hire, cancellation fees, additional travel, accommodation & additional pre-production planning.
- WE STRONGLY RECOMMEND YOU ACCEPT THE INSURANCE OPTION.

## Changes to the Services

- Sometimes you may wish to request changes to the Services after a Proposal has been accepted. If this happens, we will both try and agree upon a written variation (including, if necessary, a price variation) to the Services.
- Any agreed variation will become part of the Proposal.
- If we cannot agree on a variation, the Services will continue in accordance with the original Proposal.



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## Standard terms & conditions continued

### Payment Terms

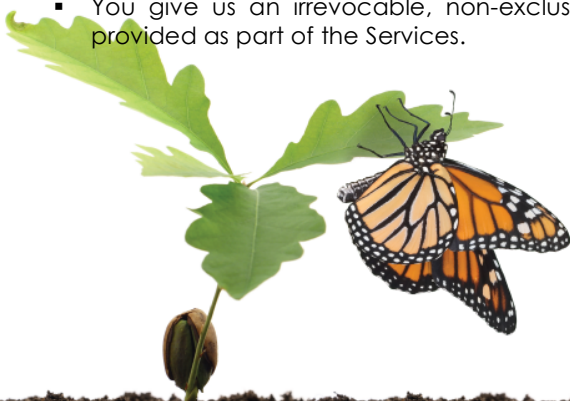
- You agree to pay the charges as specified in the Proposal together with all additional charges (if any) as provided in the 'Proposal Terms' section above or otherwise agreed.
- Unless we agree otherwise in writing:
  - 50% of the charges are payable as a non-refundable deposit on acceptance of the Proposal;
  - 25% of the charges are payable on completion of video shoot; and
  - the remaining 25% of the charges are payable within seven days of completion of the Production. We are not obliged to dispatch or provide you with the finished Production until the balance of the charges is paid.
- We will invoice you for the charges and unless otherwise agreed payment is due in full within 7 days of invoice ("the due date").
- You agree to pay interest on any amount owing after the due date at the rate of 2% per month except where there is a genuine dispute in relation to the amount owing and you have notified us of that dispute prior to the due date.
- All costs and expenses (including legal costs) incurred by us in collection of any amount owing or the enforcement of our rights under the Agreement are payable by you, including legal costs and debt collection agency fees.

### Your Responsibilities

- You agree to:
  - promptly provide the information, assistance, persons, materials and approvals specified as being provided by you in the 'production process' section of the Proposal and otherwise as we may reasonably require in order to provide the Services to you;
  - follow all reasonable instructions from us and our Agents when on location or our premises;
  - be solely responsible for damage or injury caused to persons and property by you or persons you are responsible for (including talent supplied by you and your agents and employees); and
  - ensure the completed Production complies with any applicable requirements under the Film, Videos and Publications Classification Act 1993.
- Where you provide your own or third party materials for incorporation into the Production ("your materials"), you confirm that:
  - you have obtained all necessary consents and licences required for us to incorporate your materials into the Production;
  - your materials do not infringe the rights of any third party (including intellectual property rights); and
  - your materials are not offensive, harmful, unlawful, or otherwise objectionable.
- Where you request us to undertake filming or other Services at a particular location, unless we otherwise agree, you are responsible for obtaining all necessary consents and approvals for us and our Agents to be there.

### Intellectual Property

- All copyright in original literary, dramatic, musical or artistic works, sound recordings, films and communication works created by us and our Agents in the course of providing the Services ("original works") is owned by us. On acceptance of the Production and payment of all the charges, ownership of the copyright in the original works is deemed to be transferred to you.
- Where the Production incorporates third party intellectual property that we have agreed to provide in the Proposal ("third party IP"):
  - we warrant that we have the right to include that third party IP in the Production;
  - use of third party IP may be subject to limitations or restrictions which will be specified in the Proposal, the Sign-Off document or otherwise communicated to you; and
  - once you have accepted the Production and paid all of the charges, you are licensed to use that third party IP, in the manner and subject to any restrictions specified in the Proposal, the Sign-Off document or otherwise communicated to you.
- You give us an irrevocable, non-exclusive licence to use for our promotional purposes the original works provided as part of the Services.



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## Standard terms & conditions continued

### Risk, Title and Security Interest

- Goods supplied as part of the Services remain at our risk until you take physical possession of those goods or they are given to a carrier, courier or other bailee for the purposes of transit to you.
- Title in any goods supplied as part of the Services passes to you only when you have paid all the charges for the Services.
- Until all charges are paid we have a security interest in the Production and any goods supplied to you as part of the Services. You waive your right to receive a verification statement in respect of any financing statement or financing change statement relating to such security interest.

### Liability

- While we take all reasonable care to ensure our equipment is properly maintained, we will not be liable for loss of or damage to footage or any other loss as a direct or indirect consequence of equipment failure.
- You also agree that we will not be liable for:
  - loss, damage or additional costs and expenses incurred as a result of any postponement or cancellation of shooting caused by poor weather conditions or travel-related issues for cast and essential crew;
  - loss or damage to any data or media backups we have agreed to store for you or raw camera stock held by us on your behalf. All data and media stored or held by us is held at your sole risk and we exclude any obligations that we may have to you as a bailee of such media; and
  - any consequential or indirect loss or loss of profits, revenue, business opportunity, goodwill and/or anticipated savings.
- In any event, our maximum aggregate liability to you arising out of any claim for loss or damage for any cause will under no circumstances exceed an amount equal to the total charges payable by you under the Proposal.
- You agree that we should not be exposed to your business and operational risks and so you agree to indemnify us against any third party claims, damage, liability, costs and expenses arising out of your use of the Services and the Production.

### Consumer Guarantees Act 1993

- If you are acquiring the Services for the purposes of a business, or if you indicate to us you are doing so, then you agree that the provisions of the Consumer Guarantee Act 1993 ("Act") do not apply to any Services we provide to you.
- If you are acquiring the Services other than for the purposes of a business, then you may have the benefit of statutory guarantees under the Act. If the Act applies to you, all rights that you have under the Act will apply in addition to the rights set out in the Agreement.

### Suspension and Termination

- If the charges are not paid by the due date for payment or if you do not meet your other responsibilities under the Agreement, we may suspend provision of the Services until you have rectified the issue.
- Either you or we may terminate the Agreement by written notice if the other has:
  - been placed in receivership or liquidation, entered into a composition with its creditors or become insolvent or bankrupt; or
  - breached a term of this Agreement and failed to remedy such breach after being given written notice allowing at least 14 days to remedy.
- We may terminate the Agreement if you have not paid the charges within 14 days of the due date for payment, except for amounts which you have previously notified us in writing as being in dispute.
- Upon termination:
  - any charges owing to us must be paid immediately; and
  - subject to the following clause, we may be regarded as discharged from any further obligation to you in relation to the Proposal.
- Termination of the Agreement shall not relieve either party from any right, liability, or claim that has accrued on



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## Standard terms & conditions continued

### Your Information and Privacy

- You agree that we and our Agents can collect information about you. We may use this information for the purpose of assessing and providing others with information about your credit-worthiness, providing the Services to you and enforcing our rights under this Agreement.
- You authorise us to disclose any information obtained to any person for the purposes set out in the preceding clause.
- You agree that we may include a reference to you and the Services in our marketing materials and that we may promote our provision of the Services to you, including by means of networking, social media or other publically accessible websites.
- Where you are a natural person, the authorities in the preceding clauses are authorities or consents for the purposes of the Privacy Act 1993.
- You agree that we may from time to time send you marketing messages, electronic or otherwise, about our business and services which we consider may be of interest to you.

### Disputes

- You and we agree to make every effort in good faith to resolve any dispute that may arise in relation to the Services or the Agreement by negotiation.
- In the event we are unable to resolve a dispute within 7 days, we may seek to have the dispute resolved by mediation and you agree to participate in any such mediation. We will attempt to agree on a mediator and terms of mediation with you but if we are not able to reach agreement, the mediator and terms of mediation will be chosen by the chair for the time being of LEADR New Zealand Inc.
- Unless otherwise agreed, each of us will pay one half of the costs of mediation.
- Nothing in this clause shall prevent either party from obtaining injunctive or other interim relief.

### Force Majeure

- We will not be liable for any delay or failure to provide the Services or any other delay or failure in meeting our obligations under the Proposal to the extent such delay or failure is caused by events outside of our reasonable control.

### Subcontracting

- We may subcontract or delegate the performance of any of our rights or obligations under the Agreement to an Agent or other third party. In that case, we will not be relieved of liability to you but each of those agents or third parties and their officers, employees, contractors and agents will have the benefit of any terms of the Agreement that confer benefits on us.

### Waiver

- If we fail or delay to exercise any right or power under the Agreement, this will not be a waiver of that right or power. Any failure or delay will not prevent us from exercising that right or power in the future.

### Each Term Separately Binding

- If any term of the Agreement is held to be illegal, unenforceable, invalid, or void this will not prejudice or effect the legality, enforceability or validity of the remaining provisions of the Agreement which will continue in full force and effect.

### New Zealand Law

- This Agreement is governed by the laws of New Zealand and you and we each agree to submit to the jurisdiction of the New Zealand courts.



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