

## **TERMS AND CONDITIONS**

All Bookings are accepted on, and imply acceptance of the following terms and conditions:

### **A. BOOKING PROCESS & LIABILITY**

Listed RATES are offered as a guide, and subject to change with job specifics.

DAILY BOOKINGS are taken in 4-hour (half day), 8-hour (full day) & 10-hour (long full day) increments, with overtime charged beyond time. A half-day is billed as a full day once exceeding a reasonable period. Schedules must adhere to the booked times, as multiple bookings may be held on any particular day. Jobs wrapping early will be billed as per the original booking.

BOOKINGS are accepted subject to availability and may be CONFIRMED at the time of booking or placed on HOLD.

A HOLD may be cancelled by either party.

A HOLD is considered CONFIRMED 48-hours prior to the day of the booking unless CANCELLED or NEGOTIATED. These times are measured by business days, excluding weekends & public holidays.

The onus remains with the Production entity at all times.

CANCELLATIONS are recorded via personal contact only.

Once Confirmed CANCELLATION FEES apply at the rate of 50% within 48 Hours, and 100% within 24 Hours of the day of the booking. These times are measured in business days, excluding weekends and public holidays.

The extent of any liability due to illness, errors, omissions, professional negligence, technical & mechanical failures, and/or effects of crime shall be limited to the equivalent of the Booking's daily fee.

### **B. WORK-DAY & TIMES**

TIMES are measured from CALLTIME-to-WRAP in Sydney-metro (or 50 km radius from the GPO on Martin Place) or equivalent in all other national & international Locations, inclusive of lunch, travel & appropriate breaks.

A Work Day or Overtime Buy-Out is bound by a LIMIT ON WORKING-HOURS set at 14-hours on Production Days and 16-hours on Travel Days, excluding long-haul flights.

OVERTIME is measured per hour or part-thereof and is charged pro rata and applies to all Productions UNLESS SPECIFICALLY NEGOTIATED.

### **C. TRANSPORT & MILEAGE**

Quoted RATES include a Transport Allowance in SYDNEY-METRO of 100km/day.

Beyond 100km MILEAGE charged at A\$1 per/km.

ROAD-JOURNEYS out of Sydney incur MILEAGE charges from outset of journey at A\$1 per /km,

All TOLLS, PARKING FEES or CHARGES incurred in the course of Production are billed to the Production.

TRANSPORT provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the production.

### **D. EQUIPMENT & TAPE STOCK**

TAPE STOCK is the responsibility of the Production.

Listed EQUIPMENT is a guide, and that brought onto Location is deemed appropriate.

EQUIPMENT REQUESTS will be adhered to as closely as possible. Where specific models/items are unavailable a suitable replacement will be sought.

RENTAL EQUIPMENT sourced on behalf of a Production may incur a 20% handling fee in addition to tolls and charges incurred during pick-up & return. No responsibility accepted for equipment rented on behalf of the Production.

For TECHNICAL FAILURE or LOSS involving RichMedia Consultancy owned equipment, excluding Dry-Hire sales, RichMedia Consultancy shall bear the cost of equipment replacement in Sydney. For all other Locations the Production shall bear the cost of replacement.

No responsibility for lost opportunity, lost imagery or lost sound arising from technical failure.

With EQUIPMENT DRY-HIRE SALES, the Hirer accepts all equipment is in good working order prior to leaving RichMedia Consultancy. RichMedia Consultancy accepts no liability or responsibility associated with the rental, loss, or use of the equipment.

### **E. EDITING**

An editing day is considered 8 hours.

Longer days or unusually rapid turn-arounds will incur extra fees (per day) to be negotiated before the event.

Weekend editing may incur double time.

All artwork, presentations and graphics particular to an entity must be supplied in a usable format – usually jpeg or similar and as a 16:9 ratio – not 5:4.

All music particular to an entity must be supplied in a usable format – usually .wav files or similar for music.

Stock footage and client-recorded rushes will be supplied in a useable format or transfer / encoding costs may be incurred. Again a 16:9 ratio is the accepted norm, not 5:4.

## **F. PAYMENT, INVOICING, COPYRIGHT**

PAYMENT TERMS are strictly 14 days, or as stipulated on the invoice.

LATE PAYMENT may lead to LATE FEES charged at the rate of 10% per month.

Failure to pay within 90 days of the invoice date may result in legal action.

ORIGINAL RECEIPTS are retained for RichMedia Consultancy accounts, and charges will be itemised on the invoice. Copies are available on request.

COPYRIGHT of all recorded materials remain the property of RichMedia Consultancy until full & final payment has been received.

## **G. TRAVEL**

AIRPORT TRANSFERS and/or AIRPORT PARKING are billed to the Production.

Clients have choice of actual costs as accrued or PER DIEMS.

Per Diems must adequately cover meals, telecommunication & weekly laundry, with respect to schedule & destination. Alternate arrangements welcomed.

TRAVEL & REST DAYS include zero filming.

RECCE's are welcomed on Travel Days given it is of reasonable duration, and the site is en-route or within reasonable proximity of Crew Accommodation.

ACCOMMODATION & TRANSPORT provided by the Production must meet adequate safety, comfort & security standards, or be negotiated with respect to the nature of the project.

## **H. 3RD PARTY SUPPLIERS**

On Occasion RichMedia Consultancy may recommend or employ 3rd Parties for delivery and supply of services. Whilst recommended, RichMedia Consultancy takes no responsibility for services or goods provided by these parties.

## **I. FOREIGN (VISITING) PRODUCTIONS**

All required payments must be received prior to commencement.

Final payment including incurred costs is due upon completion of each schedule.

Continuation Of Services beyond the schedule is negotiable.

Discontinuation Of Services within the schedule incurs applicable Cancellation Fees and immediate air transport to Sydney for personnel and equipment.

Scheduled Payments negotiable for long-term projects.

Recorded materials may be withheld until receipt of due payment. When recorded materials are withheld, returns will be arranged upon receipt of payment via the Production's means & expense. All due care taken, no responsibility accepted for losses.

This agreement is governed by relevant laws of Australia and the state of New South Wales.

## **J. DISPUTES**

RichMedia Consultancy will attempt to resolve all issues fairly and equitably, in person, before the issue escalates.

Should this not be possible, mediation will take place through the auspices of MEAA or similar industry body.

Should this not be possible legal representation will be sought.