



Find below the Terms and Conditions of Production Attic LTD (PA) effective on all contractual obligations undertaken from 20/11/2024.

All work undertaken for any individual(s) or organisation(s) (The Client) by PA is done so under these terms and conditions. PA shall work under its own terms and conditions only and reserves the right to make any necessary amendments as and when required, without notice.

1. Charges

1.1 Film Crew

1.1.1 PA charge a day rate for each crew member for every day filming or setup. Days will be agreed upon by both PA and The Client and incorporated into an agreed SLA (3.1.1).

1.1.2 PA regard a Filming Day to mean up to 10 hours including at least an hour break. There is no minimum time. The day starts when PA crew arrive at the PA office or any other designated unit base to collect kit. Unused hours cannot be transferred to another day.

1.1.3 PA and The Client will agree on start, end and break times in advance of a Filming Day. If no times are set start, finish and end times are at the discretion of PA.

1.1.4 Travel and preparation of equipment in advance of PA arriving on location or after the shoot may be counted as within the Filming Day. E.g. On a job requiring a large amount of preparation prior to the shoot PA may seek to have that pre production time counted as part of the Filming Day or as a separate Filming Day or Travel Day (1.5). This is at the discretion of PA. This shall be agreed contractually in the SLA (3.1.1.) prior to work commencing or by Written Agreement (3.4) after an SLA is confirmed.

1.1.5 Should the shoot exceed the agreed upon times it is at the discretion of PA whether they stay and continue filming. Should PA continue they will be entitled to charge overtime at 15% of the day rate for all crew members per hour for every additional hour the Filming Day enters.

1.1.6 All filming crew shall be managed by PA only. Any queries on the day should be directed to the production coordinator/manager in charge. PA must respect all relevant employment laws and as such, clients shall accept reasonable requests from PA, in order to maintain the welfare of staff.

1.1.7 Some equipment and expenses costs, such as cameras and sound recording equipment may be included with crew costs.

1.1.8 PA may work with freelance crew or other specialists such as actors. These crew are, unless otherwise stated, charged at the same rate as PA employees and are treated as such.

1.2 Equipment Costs

1.2.1 PA will use either owned equipment, rented equipment or a mix of both. This is at their discretion depending on the requirements of each individual shoot.

1.2.2 Unless a specific piece of equipment is outlined in the SLA (3.1.1) PA reserves the right to choose whatever equipment is used and whether or not that equipment is owned or rented based on availability.

1.2.3 Should PA rent they will either charge for the rental price and Cost-plus (1.6) or add the rental cost to a crew cost or expense cost. In either case the costs will be agreed in advance in the SLA (3.1.1) or by Written Agreement (3.4) in advance of the Shoot Day.

1.2.4 Hire companies generally charge a day rate so this must be accounted for in scheduling of a Filming Day. Depending on the start or end time of a Filming Day equipment may also need to be rented for the days before or after should the Filming Day exceed the opening hours of the rental company.

1.2.5 Should the Filming Day run into overtime and rental equipment need to be returned it is at the discretion of the hire company as to whether or not PA can continue using it. If rental can be extended and an extra day has to be paid for that cost will be added to The Client's rental costs.

1.2.6 Should PA require any equipment that is not agreed to contractually, clients shall be advised. On refusal of additional equipment, clients cannot make any claims against PA if the production quality does meet expectations because of lack of equipment.

1.3 Travel

1.3.1 PA will charge for any travel costs. E.g. Petrol used, parking, public transport, car rental and accommodation costs.

1.3.2 Should PA rent a vehicle they will charge rental cost and Cost-plus (see 1.6).

1.3.3 Should the Filming Day run into overtime and a rental vehicle need to be returned it is at the discretion of the hire company as to whether or not PA can continue using it. If rental can be extended and an extra day has to be paid for that cost will be added to The Clients rental costs.

1.4 Expenses

1.4.1 PA may charge for general expenses relating to a job.

1.4.2 PA may charge for expenses related to equipment e.g if lights are used there may be a charge for bulbs.

1.4.3 For all expenses PA will provide an estimate cost in advance to The Client, unless otherwise agreed this will be the cost that will be charged to The Client. Should the expense cost differ from what is expected PA will inform The Client. expense.

1.5 Travel Days

1.5.1 PA may be required to travel before or after a day of filming or between two days of filming. This will be known as a travel day. For the purposes of these terms and conditions Travel Days will also be considered Shoot Days.

1.5.2 PA will charge for the travel and accommodation cost plus a travel day cost to cover crew rates, equipment costs and expenses.

1.5.3 The travel day cost will be agreed upon in advance in the SLA (3.1.1) or by Written Agreement (3.4) in advance of the Shoot Day.

1.5.4 Estimated travel and accommodation costs will be agreed upon in advance in the SLA (3.1.1) but may be subject to change depending on availability and changing prices outwith PA's control.

1.6 Production Management

1.6.1 PA will be required to spend time planning ahead of a shoot or post production. This time will be known as production management, pre production and or supervision.

1.6.2 Expected production management costs required and costs will be agreed upon in advance in the SLA (3.1.1).

1.7 Post Production

1.7.1 Post production includes any video editing, animation, graphic design and similar post production tasks.

1.7.2 Post production charges are based on an estimation of how many hours a project will take an editor or animator to complete.

1.7.3 PA and The Client will agree on a brief for the edit in advance and an estimate of how many days of editing are required for that brief. Should a brief not be provided by the Client or there be any doubt about any part of the brief PA will have final say in those edit decisions.

1.7.4 PA will estimate the number of revisions included with the edit. This is based on an estimation of the time the original edit will take to complete as well as the time the revisions will take to complete. PA will strive to ensure that all estimated revisions are possible but if the initial edit or any rounds of revisions take longer than planned PA may not be able to complete the estimated number of revisions.

1.7.5 Changes to the edit that cannot be completed in the budgeted time or that are out with the agreed brief may require additional edit costs.

1.7.6 PA have the right to watermark work that is viewed by The Client. This shall be removed on receipt of full payment (2.2.2).

2. Payment

2.1 Accepted method of payment: BACS Transfer

2.2 Payment Instalments

2.2.1 50% of estimated cost to be invoiced in advance as a deposit to confirm Booking (3.1.3).

2.2.2 25% to be invoiced upon either completion of all filming or if there is no filming upon delivery of approved animatic or first draft edit.

2.2.3 25% to be invoiced upon delivery.

2.2.4 All invoices to PA must be paid by The Client within 14 days of receipt unless otherwise stated on the invoice (for example deposits for shoots taking place less than 14 days from invoice date).

3. Bookings

3.1 Requirements to make a booking

3.1.1 A Service Level Agreement (SLA) which will outline, if available, the film crew required (1.1), date and time of the Filming Days (1.1.3), equipment required (1.2), any travel arrangements (1.3) and travel days (1.5), estimated expenses (1.4), brief for the edit (1.7.2), expected preproduction (1.8) Copyright agreement (4.), any responsibilities of The Client, agreement of estimated costs and confirmation of an understanding of and agreement with the PA Terms and Conditions.

3.1.2 An SLA may be written outlining the date and or exact time of the Filming Days (1.1.3), are still to be confirmed. This is often the case for projects with many shoot dates or with lots of preproduction.

3.1.3 Permission for PA to invoice The Client for 50% of the estimated costs as a deposit (2.2.1).

3.1.4 Payment of 50% deposit also constitutes an agreement of the SLA by The Client even if a signed copy is not returned to PA.

3.2 Cancellations

3.2.1 Should The Client cancel the full project after a booking is made, fail to meet their responsibilities as outlined in the SLA (3.1.1) or by Written Agreement (3.4) leading to a cancellation, or should the project run over an agreed expiry date in the SLA the 50% deposit (2.2.1) is non refundable. PA expect that invoice to be processed and paid.

3.2.2 Should PA cancel a job the 50% deposit (2.1.2) will be refunded.

3.2.3 Should a job be cancelled but the budget repurposed as a different deliverable PA reserves the right to change previously agreed day rates if their day rates have changed since the original booking.

3.3 Changes after a booking is made

3.3.1 Upon confirmation of a booking all of the details of the SLA (3.1.1) are locked. Any change to this must be agreed by both PA and The Client and will result in the drafting of a new SLA or by Written Agreement to amend details of the SLA (3.4). All changes are at the discretion of PA.

3.3.2 Should a Filming Day be booked by an SLA (3.1.1) or Written Agreement (3.4) and be cancelled or rescheduled by PA at any time there will be no additional charges to The Client.

3.3.3 Should a Filming Day be booked by an SLA (3.1.1) or Written Agreement (3.4) and be cancelled or rescheduled by anything out with PA's control (3.3.5) during the Cancellation Window (3.3.6) PA reserves the right to charge The Client a cancellation fee of half the Filming Day costs of the cancelled / rescheduled day. PA also reserves the right to charge full costs of any charges incurred from their suppliers such as freelance crew (1.1.8), equipment rental (1.2.3), Travel (1.3) and other Expenses (1.4) which PA may have been already paid for or agreed upon with their suppliers as a result of the booking.

3.3.4 Should a Filming Day be booked by an SLA (3.1.1) or Written Agreement (3.4) and be cancelled or rescheduled by anything out with PA's control (3.3.5) after the Cancellation Window (3.3.6) PA reserves the right to charge The Client for the full cost of that Filming Day.

3.3.5 Anything out with PA's control which could lead to the cancellation or rescheduling of a booked shoot date is considered to be anything which PA cannot choose, this is including but not limited to; Client's schedule, weather, location access, participant availability.

3.3.6 The Cancellation Window is anytime between the Filming Day being booked by an SLA (3.1.1) or Written Agreement (3.4) until noon on the last weekday (excluding UK public holidays or any other agreed dates in the SLA or by Written Agreement when the Filming Day is booked) before the Filming Day. Cancellation is undesirable for both PA and clients so if The Client thinks there is a real chance of cancellation PA suggest minimising the Cancellation Window by confirming the booking as close to the proposed Filming Day as possible.

3.3.7 The travel costs (1.3) and general expenses (1.4.1) agreed upon in the SLA are estimates and are subject to change as costs charged to PA by their suppliers may change.

3.3.8 The Client will be advised as to how many edit revisions they have to ensure they do not go over the agreed amount without knowing. If The Client requests additional changes this will be agreed by a the drafting of a new SLA (3.1.1) or a Written Agreement (3.4).

3.3.9 PA reserves the right to refuse additional edit revisions.

3.3.10 Any changes to the charges will be added to or taken off of the final invoice (2.2.3).

3.3.11 PA reserves the right to invoice for the remainder of a project when the expiry date in the SLA (3.1.1) is reached. This may be before the work is complete, for example, but not limited to situations where PA are being given no feedback on edit revisions. This will not stop PA from finishing work even after payment is made.

3.3.12 If more costs agreed upon by The Client are required PA reserve the right to add these to a new project with a separate SLA (3.1.1) and count the original project as complete. This would allow them to invoice for full remainder of the work undertaken so far, for example, but not limited to situations where a project might span a long time period.

3.4 Written Agreements

3.4.1 PA consider a Written Agreement to be anything in writing given by PA or The Client which is agreed upon in writing by both a decision maker in PA and The Client.

3.4.2 The wording of a Written Agreement may be informal, a casual agreement agreed in writing by both PA and The Client can overwrite details of the SLA (3.1.1) or previous Written Agreements.

3.4.3 PA considers any written communication method including but not limited to email, letter, text message, social media message, handwritten note to be allowable as a Written Agreement.

3.4.4 A Written Agreement can also be a video message.

3.4.5 If one Written Agreement contradicts another the most recent will be accepted.

4. Copyright

4.1 Before payment

4.1.1 PA will own full copyright of all footage, as defined in the Copyright, Designs and Patents Act 1988, until they receive payment in full by (2.2) The Client.

4.1.2 Use of any work produced prior to payment being received shall be considered an infringement of copyright under the 1988 Act. As such PA will be entitled to seek additional compensation.

4.1.3 PA reserve the right to make use of the Digital Economy Act 2010 if required.

4.2 After payment

4.2.1 Once PA receive payment in full (2.2) copyright of all footage will pass to The Client, at which point all watermarks will be removed.

4.2.2 PA will have the right to keep a copy of all the footage. Please note, however, PA do not guarantee to keep a copy of the footage. If The Client requires a copy of all footage and project files that can be arranged.

4.2.3 PA retain the right to use the footage in company and employee showreels.

4.2.4 Should PA have edited the footage they have the right to exhibit the finished video as a showreel piece and embed the video publicly online on their website and on 3rd party websites such as YouTube and Vimeo.

4.2.5 Should The Client not wish footage or the final edit to be made public this must be stated and confirmed by both parties in the SLA (3.1.1).

4.3 Should PA not receive payment

4.3.1 Should PA not receive payment in full (2.2) they will retain copyright of all footage.

4.3.2 PA reserve the right to recuperate costs by all legal means available, including, but not limited to such organisations as debt recovery agencies. All fees, including legal fees, incurred will also be the liability of The Client.

5. Branding

5.1 PA reserve the right to place branding, such as their logo or sting, at the beginning and end of finished videos. Objections must be stated and confirmed by both parties in the SLA (3.1.1).

6. PA Quote Estimator

6.1 The PA Quote Estimator is a tool on the PA website which will provide users with a an Estimate which can be sent to PA to turn into a Quote

6.1.1 An Estimate is an expected video cost and breakdown generated by previous requirements. It is not binding and does not constitute an SLA (3.1.1)

6.1.2 A Quote is an expected cost and breakdown sent by PA to the user. It does not constitute an SLA (3.1.1) and PA reserve the right to change any expected charges.

7. Privacy Policy

7.1. PA's Privacy Policy can be found at productionattic.com/gdpr.

7.2. In the performance of this agreement, PA shall comply with all applicable laws and regulations relating to the collection, use, disclosure, transfer, processing, and retention of personal data. "Personal data" means information that can by itself or in combination with other available information identify a specific individual. PA shall (a) collect, use and disclose personal data solely for the purposes of performing its obligations under this agreement, (b) use reasonable and appropriate safeguards to prevent any unauthorised use, transfer, disclosure, alteration, or destruction of personal data, and (c) notify the Client promptly of any accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or use of the personal data, and take immediate and necessary steps to rectify any of the aforementioned incidents.

8. Jurisdiction

8.1. PA shall be governed by the laws of Scotland (except where UK-wide legislation is in force) and as such the Scottish courts shall have exclusive jurisdiction in settling all disputes arising from these terms and conditions.