

## TERMS & CONDITIONS 2020 (and onwards)

Tonic Media is a collective of digital creatives who adhere to industry normal terms and conditions. Any agreement to produce videos, photography or any other form of digital content is with the individual artist/company/producer. By engaging in a production, unless there is a prior agreement in writing, it is understood that you agree to the following:

- Tonic Media is the operating name, all payments must be made to the individual or company name on the invoice.
- The client's requirements must be clearly provided to Tonic Media at the time of briefing and before commencement of work. Any quotation will be based on these requirements and deliverables.
- Any subsequent changes to client's requirements after approval of production quote must also be provided in writing and then approved by Tonic Media and these may incur further cost.
- The amends process will be as follows: Once version 1 of the video is delivered, the client is granted two amends rounds consisting of two batches of collated requests, unless otherwise agreed. All amend requests must be collated by a single client contact person, unless agreed in advance. The client should advise in advance of the correct procedure should there be contradictory requests.
- E-mail correspondence shall be sufficient for initial approvals and subsequently to prove changes to agreements for the form and content of programmes, as long as it is acknowledged with a response. It is the client's responsibility to provide signed purchase orders/numbers at the time of approval if they are required for invoicing.
- For jobs that cost HK\$20,000 or less, full upfront payment is required. For larger budgets, Tonic Media expects payment of the first 50% of the production budget at least 7 days prior to first shoot day, to allow time to confirm all bookings. This is a non-refundable payment. The balance (2nd 50% invoice) is payable within 14 days of delivery of the finished content. Overdue accounts are subject to an interest charge of 2% per month, in the absence of prior written agreement.
- For camerawork-only jobs where rushes (camera files) are to be delivered overseas unedited, full payment is required on go-ahead (usually 7 days, but in some instances shorter). Crew cannot be confirmed until payment is received. This is non-refundable. In most instances an extra fee is payable (usually 50% of the shoot fee) as the client is purchasing a buy-out to the copyright of all the rushes.
- Payment should be by bank transfer or cheque in HK dollars unless agreed prior to production. Any and ALL bank charges (including payee side) must be paid by the transferer.
- On delivery of final approved film, copyright of that finished edited film will be transferred to the client, however Tonic Media will retain the copyright of all captured and created materials such as unedited footage, graphics and audio recorded. Should a client also require transfer of copyright of all rushes (ie: unedited camera footage, straight for camera card or equivalent) an additional fee will be quoted. Tonic Media also reserves the right to use any approved footage for their own promotional purposes.

- In the instance that the finished film contains third party materials, Tonic Media will clear usage of those materials for use in the medium/media outlined in the production quote. Tonic Media cannot be held in any way responsible for royalty claims arising out of usage of these materials.
- Specifically, it is the responsibility of the client to ensure clearance is gained to use any materials, such as video or stills photos, provided by the client to Tonic Media in the course of the production.
- Any confidential or proprietary information which is acquired by Tonic Media from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Tonic Media will sign and adhere to the conditions of a confidentiality agreement provided by the client.
- Any contract requiring Tonic Media to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Tonic Media. If Tonic Media deem them not to have been so, then Tonic Media cannot be held responsible for failing to meet a deadline.
- Up until the final invoice has been settled all video (and selected photography) may be presented with a watermark.
- In the event of inclement weather (or a specific weather warning issued by HKO), Tonic Media reserves the right to change the date of filming to a more suitable day. This is to ensure the safety of equipment and personnel. In instances where weather might compromise the finished product, Tonic Media will consider, where reasonable, re-scheduling with agreement from the client. This may, however, result in a delayed delivery of the finished film/s.
- In the instance where a client makes themselves unavailable, for a period of 3 months, to progress the production, then the client will be deemed to have terminated the project unless there is a written agreement reached in advance. The client will remain liable to pay in full for all work previously undertaken and in progress by Tonic Media. All payments already received will be forfeited and non-refundable.
- If a client terminates the project at any time, they will remain liable to pay in full for all work previously undertaken and in progress by Tonic Media unless a written agreement is reached in advance. Termination on or before shoot day will result in forfeit of deposit (normally this would be the first 50% payment). Termination once editing and post-production has commenced will, in the absence of any written agreement, make client liable to pay the second 50% payment in full.