



# Terms & Conditions



Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

## 1. Definitions & General Terms

In these Terms and Conditions the words 'AOTV LTD' 'AOTV' 'we' 'us' 'our' and 'ours' refer to AOTV LTD, a UK registered limited liability company. The words 'client' and 'customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all video and associated audio product created by AOTV LTD, including all moving and still images and sound recordings of whatever form.

## 2. Pre-production requirements

It is the Clients responsibility to obtain all necessary permissions including but not LTD to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings and any other copyrighted material which will form part of the final video production.

No liability will be accepted by AOTV LTD for and delays or failure to deliver the agreed product if caused by any element which is the Clients responsibility.

Where copyright material is provided by the client for incorporation into a AOTV product, permission must be obtained from the original copyright owner / material provider.

The client undertakes to indemnify AOTV LTD against any future possible claims, disputes, expenses or costs arising from the use of such material, without time limit.

## 3. Production and post-production

All works undertaken will be as per AOTV LTD written quotation based upon the agreed production brief. It is the Client's responsibility to ensure that this is thoroughly read and understood prior to booking. Any amendments or additional days filming will be charged at our current daily rates.

Clear access for video and sound capture shall be arranged and managed by the Client. If filming venues are being organised by the Client, it is the Clients responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations required throughout the day. Delays in production as a result of inadequate access or facilities may incur additional charges.

AOTV LTD takes Health & Safety matters seriously and we reserve the right in all instances to remove any of our personnel and / or equipment from a location if we deem it to be unsafe or if our crew are subjected to abusive or aggressive behaviour. In such circumstances the Client will be fully liable for any costs incurred or subsequently arising as a result. AOTV LTD will observe the site safety rules at all times and will liaise with the appropriate Responsible Person(s) named in the production brief.

## 4. Insurance

AOTV LTD carries public liability insurance cover of ten million pounds. A copy of our insurance certificate can be provided on receipt of a request to our offices. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the production brief.

## 5. Adverse weather conditions

In the event of inclement weather which in our opinion would pose a risk to health & safety of our personnel or equipment or has the potential to prevent successful video or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

## 6. 'Client delays'

In the event of filming or editing being delayed or aborted due to the Client's failure to adhere to the agreed dates, times, access, facilities, organisation or any other matter specified in the production brief, we reserve the right to re-schedule the affected days of filming or editing and to charge for any additional costs which arise. No refund or credit will be given in respect of costs associated with the delayed or aborted original filming / editing day(s).

## 7. Changes to the filming schedule

In the event of the Client wishing to change or cancel the filming date we require a minimum of fourteen days notice. Failure to comply will result in the Client becoming 100% liable for all costs associated with the originally scheduled dates.

## 8. Equipment substitution

In the event that AOTV LTD experiences equipment failure or technical difficulties, all efforts will be made to find suitable replacement equipment and/or personnel so as not to delay filming or adversely impact upon the project quality or delivery. The equipment used on the day of filming will be at the discretion of the senior member of the film crew, and no further claims or liability will be accepted.

## 9. Approval / amendments of draft footage

Under normal circumstances one 'first cut' edit will be available for the Client for review and comment. Three sets of revisions will be incorporated within the agreed project cost provided that any revisions or amendments fall within the original agreed brief. Our video editing and production facility is available for client viewing and review, and all clients are encouraged to attend personally during editing so that all revisions can be signed off without delay. Subsequent revisions or significant re-edits will be charged at a rate of £200 + VAT per four hours.

## 10. Project duration and delivery

Any indication given by AOTV LTD of a design project's duration is to be considered by the customer to be an estimation. AOTV LTD will do everything possible to meet specific deadlines, providing there is clear communication, prompt payment and regular feedback from the client. In all cases our liability will be LTD to the agreed total cost of the project, less any costs incurred by us for any work already done on the project provided such work is within the agreed production brief. AOTV LTD will not under any circumstances be responsible for any loss, damage or costs arising from the late, erroneous, or non-delivery of the product.

## 11. Copyright

AOTV LTD asserts its full rights as copyright owner of all material that has been captured, processed and/or produced by us, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by AOTV LTD and is protected under UK law.



Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

## 12. Usage licence - rights to the use of project content

Where the Client provides material to us for inclusion in any project, including but not LTD to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Client hereby indemnifies AOTV LTD against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material. We retain all rights to the usage of footage captured during the production of any client-commissioned project. As part of our video production service, we will grant a time-unLTD licence for use of that footage to the Client subject always to the following express condition:

“AOTV LTD retains all copyright over any content we produce. A usage licence grants the Client permission to use the content in the state in which we provide it to the Client. Permission is not granted to re-edit, copy or alter the content in any way.

We reserve the rights to use any footage and related files from any client-commissioned project in our showreels and for other promotional purposes.”

AOTV LTD assigns to the Client a licence to use the video production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

Provided that all monies due to us from the Client have been received as cleared funds in our bank account, and provided that the Client is not in breach of anything contained in these Terms and Conditions the Client is granted a perpetual usage licence relating to the video material in its delivered form.

We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other clients unless (a) we have granted an exclusive licence to any Client or (b) the material contains trademarks or specific intellectual or imagery copyrighted by the Client.

## 13. Payment

Our payment terms are strictly 15 days from date of invoice and in the event of an order being confirmed the Client accepts these terms.

We reserve the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (Interest) Act, 1998. E & OE.

We will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.

The Client shall be responsible for all collection or legal fees necessitated by late or default in payment.

AOTV LTD reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use our copyright material under this a Agreement are conditional upon receipt of payment in full which shall be inclusive of any and all outstanding additional costs, taxes, expenses, and fees, charges or the costs of administration of changes.

All Terms and Conditions stated within this document are deemed acceptable to the Client upon receipt of a confirmed order or instruction to proceed given by any means. This document shall be taken as an agreement between the Client and AOTV LTD under UK law.



Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

## 1. Definitions and Interpretations

- 1.1 'Agreement' means the agreement between the Parties.
- 1.2 'Balance' means the Fee less the Deposit as shown in the Quotation.
- 1.3 'Broadcast' means the transmission of the Live Recording of the Conference/Event in mp4/mov or any other digital audio format via the Internet and/or Mobile device in the Territory.
- 1.4 'Commencement Date' means the date stipulated in the Quotation or in writing.
- 1.5 'Conference / Event' means the conference/event stipulated in the Quotation.
- 1.6 'Contributors' means the speakers participating in the Conference/Event and featured in the Recordings.
- 1.7 'Contributors Agreement' means the agreement between the Contributors and AOTV LTD.
- 1.8 'Deposit' means the sum equal to the "Deposit Amount" as stated in the Quotation.
- 1.9 'Download' means the mp4/mov format or any other digital or audio format of the Edited Recording available for download via the Internet and/or Mobile device in the Territory.
- 1.10 'Edited Recording' means the editing of the Broadcast of the Live Recording of the Conference/Event in mp4/mov format or any other digital or audio format via the Internet and/or Mobile device.
- 1.11 'Fee' means the total amount payable by the Client to AOTV LTD for the performance of the Service as shown in the Quotation.
- 1.12 'Intellectual Property Rights' means all vested contingent and future intellectual property rights including but not LTD to trade marks, database rights, copyright or related rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.
- 1.13 'Live Recording' means the live Broadcast of the permanently captured video, audio or digital file containing the live streaming or recording of the Conference/Event.
- 1.14 'Personnel' means the agreed officers or employees of AOTV LTD.
- 1.15 'Recordings' means the combined Live Recording, Edited Recording and/or any archives thereof.
- 1.16 'Service' means the recording of the Conference/Event by AOTV LTD through its Personnel for the purposes of: Live streaming and/or Downloads on the Internet and/or Mobile device in the Territory; Making Live Recording; Broadcast of the Live Recording; Editing the Live Recording to make the Edited Recording; Making available Downloads of the Edited Recording; Creating archives of the Edited Recording; and Selling, marketing and distributing the Live and/or Edited Recordings in the Territory.
- 1.17 'Territory' means worldwide.
- 1.18 'Venue' means the Conference/Event venue as set out in the Quotation.
- 1.19 'Website' means the website that AOTV LTD will broadcast to:
- 1.20 Words importing one gender include all other genders and words importing the singular include the plural and vice versa and words importing persons include a corporate body and a partnership and vice versa.

## 2. Grants of Rights

- 2.1 The Client grants to AOTV LTD the right to perform the Service from the Commencement Date.
- 2.2 The Service will be completed once the Conference/Event has been Broadcast by AOTV LTD.

## 3. Payment

- 3.1 Immediately upon accepting this Agreement, the Client shall pay the Deposit to AOTV LTD which shall be non-refundable. AOTV LTD will render an invoice to the Client for the Fee.
- 3.2 Upon completion of the Service by AOTV LTD, the Client shall pay the Balance to AOTV LTD.



Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

3.3 AOTV LTD reserves the right to charge interest at two (2) percent per month for late payment of the Fee or any part thereof.

3.4 All sums expressed in this Agreement shall be exclusive of VAT.

#### **4. AOTV LTD's Obligations**

4.1 AOTV LTD agrees, acknowledges and undertakes that:

4.1.1 AOTV LTD shall perform the Service in a professional manner using AOTV LTD's skill and ability and shall perform all duties diligently;

4.1.2 AOTV LTD shall use its best endeavours to perform the Service;

4.1.3 For the avoidance of doubt, AOTV LTD shall not be liable to the Client if AOTV LTD was unable to perform the Service due to Internet connectivity problems; and

4.1.4 In the event that AOTV LTD is requested by the Client to remove the Downloads from the Website, AOTV LTD will remove the Downloads from the publicly accessible part of the Website, and shall return the material to the Client if requested to do so.

#### **5. Conference / Event Organiser's Obligations**

5.1 The Client agrees, acknowledges and undertakes that:

5.1.1 The Client shall use its best endeavours to ensure the smooth running of the Conference/Event;

5.1.2 The Client shall permit the Personnel free access to the Conference/Event;

5.1.3 The Client shall pay AOTV LTD the Fee in accordance with clause 3 above;

5.1.4 The Client shall use its reasonable endeavours to procure the signing of the Contributor's Agreement by the Contributors prior to the Commencement Date of the Conference/Event;

5.1.5 The Client confirms that it has full authority to enter into this Agreement and is not bound by any previous agreement which may adversely affect this Agreement;

5.1.6 In the event that the Client requests the return or destruction of the Downloads, the Client shall incur an administrative charge of forty pounds (£40.00);

5.1.7 The Client shall promptly advise AOTV LTD of the occurrence of any event or the existence of any condition which will or might in the opinion of the Client adversely affect the Recordings or any claims or proceedings threatened or commenced against the Client in respect of the Recordings and shall keep AOTV LTD regularly informed of the progress of such proceedings and shall immediately notify AOTV LTD of any judgment or settlement in respect thereof; and

5.1.8 The Client has adequate insurance cover.

5.2 The Client agrees to indemnify and keep fully indemnified AOTV LTD against any and all loss or damage of any kind suffered as a result of any claim or action brought by a third party against AOTV LTD for infringement of Intellectual Property Rights and/or the Client's breach or non-observance of any obligations under this Agreement.

#### **6. Miscellaneous**

6.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6.2 The Client shall not assign, transfer, charge or make over this Agreement or any part of its rights and obligations without the prior written consent of AOTV LTD, such consent not to be unreasonably withheld.

6.3 AOTV LTD and the Client shall not disclose to any third party any confidential business or future plans of the other Party at any time acquired during the existence of this Agreement.



Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

6.4 This Agreement constitutes the whole agreement between the Parties and supersedes any prior written or oral agreement between them in relation to its subject matter and the Parties confirm that they have not entered into this Agreement upon the basis of any representations that are not expressly incorporated into this Agreement. No oral explanation or oral information given by any party shall alter or affect the interpretation of this Agreement. Nothing in this clause affects either party's liability for fraudulent representations.

6.5 Any amendment or variation must be in writing in an instrument signed by AOTV LTD or the Client.

6.6 This Agreement shall not be deemed to create any partnership or employment relationship between the Parties. Without prejudice to the right to serve notices by any other means any notice serviced under

6.7 This Agreement shall be in writing. Any notice that has been sent by first class, pre-paid post shall be deemed to be received forty-eight (48) hours thereafter (excluding Saturdays, Sundays and public holidays). For the purposes of this Agreement all notices sent to AOTV LTD shall be sent to AOTV LTD, Wellington House, W2, Wellington St, Cardiff CF11 9BE, and to the Client's registered address.

6.8 In the event that this Agreement cannot be performed nor the obligations of the Parties fulfilled for any reason beyond their reasonable control, including war, industrial action, floods or Acts of God then such non-performance or failure to fulfil their obligations shall not be deemed to be a breach of this Agreement. In the event that this Agreement cannot be performed nor the obligations of the defaulting Party fulfilled for any reason beyond the reasonable control of the defaulting Party for a continuous period of one month, then the other Party who has not defaulted may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

6.9 The Client acknowledges that all Intellectual Property Rights arising out of or in connection with the performance of the Service shall be the property of AOTV LTD and that no part of this Agreement is intended to transfer any copyright or any other rights of a similar nature vesting in AOTV LTD to the Client, save in respect of Intellectual Property Rights owned by the Client.

6.10 Time Prior to Conference - Event Cancellation Charge:

30 days or more - 50% of Deposit

7-29 days - 75% of Deposit

6 days or less - 100% of Deposit

6.11 AOTV LTD may terminate this Agreement without any liability whatsoever in the event that the Client changes the title of the Conference/Event and AOTV LTD deems the content of the Conference/Event to be criminal, racist, sexist or unethical.

6.12 In addition to any other rights and remedies at law this Agreement may be terminated by a Party giving written notice to the other Party that has breached this Agreement or has defaulted in the following circumstances where:

6.12.1 The Client has failed to make payments as required under this Agreement;

6.12.2 Either AOTV LTD or the Client has committed a serious breach of their obligations under this Agreement unless such Party remedies the position, as far as reasonably possible, within 10 days of receiving notice to remedy the breach;

6.12.3 Either AOTV LTD or the Client goes into voluntary or involuntary liquidation; or

6.12.4 Either AOTV LTD or the Client is declared insolvent either in bankruptcy proceedings or other legal proceedings.

6.13 This Agreement shall expire upon the completion of the Service. Notwithstanding this clause 6.13, clauses 3.2, 6.3, 6.9 and 6.15 shall survive the expiry of this Agreement.

6.15 Nothing in this Agreement shall exclude or in any way limit AOTV LTD's or the Client's liability for fraud, (or for death or personal injury caused by their negligence), or any other liability to the extent such liability may not be excluded or LTD as a matter of law. Subject to the following:





Wellington House,  
W2,  
Wellington Street,  
Cardiff  
CF11 9BE  
029 2166 0868

6.15.1 AOTV LTD's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the amount of Fee paid to AOTV LTD by the Client at the time the liability is incurred; and

6.15.2 AOTV LTD shall not be liable to the Client under this Agreement for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

6.16 This Agreement shall be construed in accordance with and subject to the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.