



*Payment of deposit or signed terms of service agreement (whichever comes first) will be used as an acknowledgement of an agreement to these Terms of Engagement.*

## 1. The Agreement

- 1.1 All moving creative media services are performed strictly based on the terms and conditions listed in this agreement.

## 2. Quotation Terms

- 2.1 All prices exclude GST (unless otherwise stated) and are valid for 14 days and thereafter are subject to change without notice.
- 2.2 AppleBox reserves the right to levy additional hourly, half-daily or daily charges for the use of our crew or equipment if the agreed time frame is exceeded unless this is due to an error on AppleBox behalf.

## 3. Payment Terms

- 3.1 Payment is to be made by credit card or bank transfer via AppleBox accounting service ([Hnry](#)). Upon acceptance of a quotation, a 50% deposit becomes due immediately; up to 72 hours before any work commences. The remaining balance of payment (50%) is due within 14 days following the completion of production. The Deliverables will be sent to the client upon full payment.
- 3.2 For any job, AppleBox reserves the right to require a “cash upfront” payment in full before the commencement of any work irrespective of whether the client is new, existing or has received different payment terms in the past. For large or long projects, progress payments may be required.

## 4. Cancellation

- 4.1 A postponement fee of \$100 will be charged for all bookings postponed within 48 hours of the booking date.
- 4.2 A cancellation fee of 15% of the quoted fee will be charged for all bookings cancelled within 14 days of the filming date due.
- 4.3 The Client also accepts full responsibility for all additional charges incurred regarding the cancellation. These may include but are not limited to actor's fees, crew time, equipment hire, venue hire, pre-production planning and all work previously undertaken and in progress by AppleBox. Should a cancellation occur due to force majeure / acts of god, the parties shall negotiate in good faith regarding cancellation fees.

## 5. Travel and Additional Costs

- 5.1 Travel, parking, administration time and general disbursements will appear as a separate line item on all quotations. They will be an estimate of the expected costs to be incurred.

- 5.2 An “Out of Christchurch” fee will be charged when the crew must stay overnight to meet the Client’s booking requirements. All flight expenses for bookings out of Christchurch will be charged at the client’s expense. All booking arrangements are to be discussed and agreed upon with the Client.
- 5.3 Depending on the circumstances, there may be additional charges and the Client(s) will be advised before any variation to the contract is agreed upon or accepted.

## **6. Substitution**

- 6.1 In the unlikely event of serious personal injury or emergency circumstances beyond the control of AppleBox, a substitute videographer, subject to the acceptance by the Client, may be dispatched to fulfil the obligations of videography herein contracted.
- 6.2 If securing a videographer is not possible, or if the Client declines such substitution, the total liability of AppleBox is limited to refunding any deposits paid and any monies paid toward the final cost of the moving media product.

## **7. Filming**

- 7.1 Any variations in the times, dates, or the planned event, that may impact the contract should be communicated to AppleBox as soon as possible.
- 7.2 AppleBox operates with safety as its primary concern, and will abide by all rules of locations, directions of staff (if applicable), facility coordinator(s) and/or laws. AppleBox reserves the right to terminate any shot, location or action on set, or remove any individual or group from the set/location that is causing distraction and/or deemed dangerous to the crew and/or artists.
- 7.4 We use industry-standard, well-maintained equipment; however, we will not be liable for any radio signal losses, battery failures, equipment failure and/or material defects, which are beyond our control. In the unlikely event of a total video failure, our liabilities are limited to a refund of all monies paid by the Client(s).
- 7.5 Every effort is made to ensure perfect colour and lighting reproduction. Still, certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, and low lighting conditions.  
With these factors beyond our control, we will endeavour to produce the best pictures possible.
- 7.6 The handling of all production equipment is to be carried out by the selected crew of AppleBox unless a prior arrangement has been made. The company shall be entitled to recover any losses for damage incurred by the client. The client will not do any act or thing whereby any insurance in respect of the equipment may be prejudiced in any way.

## **8. Post-Production**

- 8.1 AppleBox videographers will always consider the requirements and desires of the client in terms of video capture, editing, and style, but reserve the right to use their professional opinion in any circumstance. Artistic interpretation cannot be guaranteed, but every attempt will be made to comply with the Client(s) wishes.
- 8.2 The Client has viewed samples of AppleBox work and is completely satisfied with its quality and with AppleBox video production capabilities and artistic style.
- 8.3 AppleBox reserves the right to charge for storage of footage and hard drive space or cancel the project without refund of any monies, in the event that the post-production project is delayed by the client beyond 30 days.

## **9. Acceptance of Finished Product**

- 9.1 A copy of the deliverables will be posted online for one review and opportunity for amendments to the Deliverables. All requests for amends must be made in writing or by e-mail. Failure to approve or make amendment requests on the final product within seven (7) days (unless otherwise stated in the quote or contract) will be understood as confirmation of approval of the deliverables regardless.
- 9.2 Additional reviews and amendments are liable to incur further costs at the discretion of AppleBox unless set out in the accepted quote or contract.
- 9.3 The Client(s) shall within seven (7) days from the delivery of the finished product give electronic or written notice to AppleBox of any respect in which it is alleged that the finished product does not comply with the Contract. Subject to such notice, the finished product will be deemed to comply with the Contract in all respects.

## **10. Outstanding Payment**

- 10.1 AppleBox reserves the right in the event of the Client failing to pay for the production or service to provide relevant details to a debt collector or agency for the costs incurred. Interest may be charged on any amount owing after the due date at the rate of 5% per 30 days. Any expenses, disbursements and legal costs incurred by AppleBox in the enforcement of any rights contained in this contract shall be paid by the client, including any reasonable solicitor's fees or debt collection agency fees.

## **11. Confidentiality**

- 11.1 To protect the interest of both parties, any information relating to any production and video concepts remains confidential and should only be discussed with the company's crew, promoter and artist/s.

## **12. Ownership**

12.1 AppleBox will hold shared rights to all intellectual property gathered at the event and reserves the right to use all digital content gathered through the project for display and/or promotional purposes. Generic cut-away footage (scenery & tasks) non-specific to the client acquired during the course of shooting may be used as stock footage.

12.2 It is the sole responsibility of the Client to obtain all model releases, moral right waivers and privacy waivers necessary for the use of the deliverables.

12.3 The final products and their components may not be used in conjunction with any other client products or media without a prior written agreement between AppleBox and the client.

## **13. Storage**

13.1 All project files, (including, but not limited to: compressed raw footage, audio, and graphical assets) will be stored for 6 months and remain the non-exclusive property of the client if payment has been received in full. Following 6 months, any project files may be deleted at AppleBox sole discretion, unless a prior agreement has been made (which would be addressed in writing).

## **14. Music Licensing**

14.1 AppleBox will provide licensed music for the project if required. Unlicensed music, if used in a video, may not be used in the public domain. The client agrees to indemnify and not hold AppleBox responsible for any action resulting from the use of unlicensed music.

## **15. Credit and Promotional Use**

15.1 AppleBox may name or refer to Client as AppleBox client on materials and products to promote AppleBox business as it reasonably determines, and generate its own publicity relating to the Services or Work, subject to informing the Client beforehand and accommodating any limitation where possible.

15.2 The client grants AppleBox the right to use any Work or samples of any other works produced by it for AppleBox promotional purposes, subject to informing the Client beforehand and accommodating any limitation where possible.

15.3 The client agrees to provide AppleBox with samples of the Project or final works comprised within it, at no cost and for use in AppleBox portfolio, showreel and other promotional materials.

### **Definitions:**

“AppleBox NZ” or “the Videographer(s)” means AppleBox.

“The Client” means any business, person or contractor who uses our products or services.

“The Deliverables” means any finished products created under this agreement.