



Creative Productions is referred herewith in this document as 'CP'. All work that is carried out by CP is done so on the understanding that the customer, referred herewith in this document as 'THE CLIENT', has agreed to CP's Terms and Conditions as set out below.

Project Acceptance

At the time of estimation, CP will provide the customer with a written estimate or quotation. By accepting the estimate or quotation, and proceeding with works that are carried out by CP, the customer is agreeing to the Terms & Conditions set out herein. It is the responsibility of the client to have read and accepted these T&C's prior to commencement of works.

Provision of Materials

You agree to provide us with the specific copy, images and information we require in order to complete the work, or to advise us as to where we can locate such materials.

CP accepts no responsibility for your work not being completed by a specific date if we are unable to secure necessary and/or suitable information and/or materials from you.

If you cannot supply the information you wish to feature in your product, we will do what we can to obtain it, but we accept no responsibility for errors, omissions or discrepancies which may be present on final delivery.

The time taken to compile the data, as well as any time required to correct errors, omissions or discrepancies which have arisen through you not providing us with adequate materials, will be charged at our standard rate. We accept no responsibility for the delay caused in providing you with the final work as a result of you supplying us with insufficient or unsuitable materials.

Where you supply or specify materials, we will take every care to secure the best results in the finished product, but we accept no responsibility for imperfect work caused by defects in or unsuitability of materials supplied or specified.

Copyright

Unless negotiated and agreed in writing, the copyrights of any work, commissioned or carried out by CP such as motion graphics work, illustrations, video materials, editing, programming and copy belong to CP.

If you supply us with material, it is your responsibility as the Client, to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases, these elements and their copyright belong to you. By working with CP, you agree to indemnify CP from any claim which arises regarding the use of material with which you supply us.

We reserve the right to use any artwork, video and edit materials that we produce for the purposes of promoting our services, unless specifically request otherwise in writing by the client.

Illegal Matter

CP reserves the right not to publish any matter deemed illegal, libellous or offensive, or which may be an infringement of the proprietary or other rights of any third party.

This agreement indemnifies us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design, video or of any other proprietary or personal rights contained in any material produced by CP for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Consequential Loss

CP accepts no liability whatsoever for consequential or third party losses, resulting from a delay in delivery or loss in service provided by the Company howsoever caused.

Financial Loss

CP accepts no liability whatsoever for financial loss or loss of earnings arising from products or services provided by CP.

Force Majeure

CP accepts no responsibility if we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency you may, by written notice to ourselves, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Liability

The Company shall not be liable for any loss to the customer arising from delay in transit caused by circumstances beyond the Company's control.

Price Breakdown

The invoice we send you will be itemised, showing the cost of the design and research process, as well as the production itself. VAT is charged at the current Customs & Excise rates and according to current regulations, irrespective of whether or not it is included in a price quotation.

Jobs Put On Hold or Cancelled by the Client

Jobs put on hold or cancelled by the client during production will be invoiced at our full hourly rate based on the number of hours worked and our outlay on materials. This applies irrespective of any package agreements which have been signed, as package discounts only apply if a job is brought to completion. The invoice we issue must be paid in full together with any VAT that falls due accordingly.

Data Protection

The Company agrees keep the confidential information of its clients confidential, including all administration areas of websites and details of referrers and those who are referred. All such data recorded by a website will be completely secure, and all information will be treated as confidential in accordance with the Data Protection Act.

Issued with effect 02/10/2017

Video Production Services

Proposal / Proof Agreement

If CP has provided you with a proposal / proof of concept for works, your acceptance and proceeding with those works are agreement and confirmation that you agree to the design and contents of the video as depicted from the proposal / proof. The proceeding of works by CP implies that you have read CP's T&C available on our website or by email request, and have agreed to proceed with works on this bases. No signing of an official agreement is deemed necessary.

By proceeding with works, You absolve CP of all liability for any errors, omissions or discrepancies which may be present on delivery of final finished video. Once you have been supplied finished video, you are not able to make any further changes to the final product nor are you able to hold CP responsible for anything you are unhappy with. This contract revokes your right to take any kind of action against CP for any aspect of the work with which you are later dissatisfied.

By proceeding with works with CP, you enter as the CLIENT into a contract. This means that, as long as the finished product is consistent with the proof if supplied, you must pay in full for the work. These terms are final and non-negotiable.

Privacy & Data Protection Procedures (GDPR)

CP have privacy & data protection procedures to ensure our clients' material is safe at all times, and that they can rely on us with any potentially sensitive assignments.

All video or images taken by CP are uploaded and stored on their company harddrives, but any or all images can be sent to client and password protected (if requested) to ensure privacy and discretion. A direct link to these images will be emailed (via WeTransfer) to the designated contact person, and they will not be accessible without the unique password assigned to that gallery.

Since CP was established in 2006, we have operated our own thorough in-house referencing system as part of our privacy & data protection procedures. All images are given a unique reference ID number, while also being grouped by Client, Job, and by date. It is up to the client to back up all images onto hard discs on the day of the event, each time they are altered, and an overall backup of our archive is carried out regularly.

Collection Of Personal Information

As a visitor to our website, you can engage in many activities without providing any personal Information.

However, when you engage to use CP and order products or services as a client - in order to provide the services to you, we may collect the following Personal Information from you:

- Contact information such as your name, phone and fax numbers, address and email address; and
- Billing information such as the number, expiration date, card type and billing address of your credit card;
- Demographic information such as your job title, job description and company name and company type; and
- Profile data, including your username and password, details about your purchases and the Content that you license from us.

Depending upon the activity, some of the information that we ask you to provide is identified as mandatory and some as voluntary. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity and we will be unable to provide our services.

As is true of most websites, when you use our Site, CP or third party subprocessors contracted by CP may also collect certain technical and routing information about your computer to facilitate your use of the Site and its services.

For example, we may log environmental variables, such as browser type, operating system, CPU speed, and the Internet Protocol (IP) address of your computer. We use these environmental variables to facilitate and track your use of the Site and its services.

CP also uses such environmental variables to measure traffic patterns on the Site. To better understand the needs of our visitors to the Site we may occasionally match such information with your Personal Information.

In order to reduce errors in our database, authenticate our users, and prevent abuse of our system, we may on occasion supplement the Personal Information you submit to us with information from third-party sources.

For example, we may supplement your contact information with address information provided by the Irish Postal Service to qualify your information and prevent errors in our database. We may supplement the information that we collect directly from you with information stored in third-party databases, such as demographic information or company information in order to make it more likely that any marketing communications we send will be relevant and of interest to you.

Updating Your Personal Information And Privacy Preferences

Upon request CP will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information. To request this information please contact us at info@creativeproductions.ie

You have the right to access and correct, or delete your Personal Information and privacy preferences at any time. You may do so by contacting info@creativeproductions.ie

How Your Personal Information Is Used

CP may collect your information in order to provide services to you, comply with our legal obligations, and to improve our products and services. We do not sell, rent or share your personally identifiable information to or with third parties in any way other than as disclosed in this Privacy Policy.

CP may use this information to:

- Process your financial transactions.
- Send you order / renewal confirmations.
- Register your rights, if any, to technical support or other benefits that may be made available to registered users.
- Respond to customer service requests, questions and concerns.
- Administer your account.
- Send you requested product or service information.
- Keep you informed about special offers and services of CP and selected third parties.
- Administer promotions and sweepstakes you enter and notify you of the results.
- Investigate, prevent or take action regarding illegal activities and/or violations of our Terms of Service.
- Meet our research and product/service development needs and to improve our Site, services and offerings; and
- Customise your experience, including targeting our services and offerings to you.

We store information that we collect through cookies, log files, transparent images, and/or third party sources to create a summary of your preferences. We tie your personally identifiable information, and/or your membership usage history, to information in the summary, in order to provide tailored promotions and marketing offers, to improve the content of the site for you and/or to determine your preferences.

In certain situations, CP may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. Where required by law (e.g., to comply with a court order, or legal process served on CP), and when we believe that disclosure is necessary to protect our rights, avoid litigation, protect your safety or the safety of others, investigate fraud, and/or respond to a government request. We may also disclose information about you if we determine that such disclosure should be made for reasons of national security, law enforcement, or other issues of public importance.

Information Sharing With Service Providers / Agents

CP uses one or more outside credit card processing companies to bill you for our goods and services. To the best of our knowledge, these companies do not retain, share, store or use personally identifiable information for any other purpose.

We also share Personal Information with certain companies that perform services on our behalf. We only share the Personal Information which is necessary for them to perform those services. We require any company with which we may share Personal Information to protect that data in a manner consistent with this policy and to limit the use of such Personal Information to the performance of services for CP. We do not sell or otherwise provide Personal Information to other companies for the marketing of their own products or services.

Data Retention

We will retain your information for as long as your account is active, your information is needed to provide you services, or as required to fulfil our legal obligations. If you wish to delete your account or request that we no longer use your information to provide you services contact us at info@creativeproductions.ie

We will respond to your request within 30 days. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Choice / Opt Out

You may "opt out" of receiving CP email updates, newsletters and/or partner emails by emailing info@creativeproductions.ie

Prices, Quotes & Payment Options

Creative Productions (CP) Terms & Conditions regarding prices, quotes and/or payment options are outlined below. If you need to discuss any of the following, please contact us on info@creativeproductions.ie:

Unless otherwise agreed in writing, a quotation is valid up to 30 days from the date on which it is issued, after which CP reserves the right to amend it or withdraw it. Our terms are strictly 30 days from date of invoice.

CP may adjust all prices to allow for increase in labour and/or material costs occurring after the date of estimate or tender, applying such adjustment formulae or indices appropriate to the industry.

We have a policy of charging interest in accordance with the Late Payment EU Directive and Prompt Payments Act 35/EC of 29th June 2002.

All prices are subject to Value Added Tax.

- 1 VAT will be charged at the appropriate rate of 23% on photographer's videographer or cameraman's attendance, media syndication service & materials or photographic prints.
- 2 VAT will be charged at the appropriate rate of 13.5% on all digital images/scan and on all video editing, to include insertion of slides/images/graphics.

All prices are calculated at the currency rate applicable on date of quotation and therefore may be subject to change.

All quotes are emailed to client and are valid for 30 days.

An extra 5% charge will be incurred for credit card transactions.

PO Number

A PO Number must be given to CP before the assignment is started or when invoice is sent to the client. This must be done within three working days.

Payment

All accounts are opened on the understanding that the trading terms and conditions of Creative Productions are accepted.

Insolvency

Any customer ceasing to pay their debts in the ordinary course of business or proving unable to pay their debts as they become due or, being, a company, is deemed to be unable to pay its debts, or has a winding-up petition issued against it or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against it, the Company, without prejudice to other remedies, shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to it, and (ii) in respect of all unpaid debts due from the customer, have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

TERMS OF CREDIT

The Terms of Credit for Creative Productions (CP) assignment are outlined below:

Terms of credit for Video assignments

- First invoice will cover the videographer's attendance at the event and uploading of video to CP hard drive, CP can send the client (Via WeTransfer) video rushes to select which video portions they would like to put into their final video.
- Then we receive the list of clips from the client, with their logo, title for the event, speakers, chosen typeface, PowerPoint presentation, closing credits, name/address/phone/email, etc. from the client.
- This first invoice must be paid in full, before final edit will start.

At this point in time, it is really important that you must choose which option video edit you will require. This information will be on your quote or we can give you a new price for the edit to suit your requirements.

- Second invoice will be raised, when the final cut video is finished. We would then make an appointment for the client to come into our editing studios or re-upload (First Cut) video to client. This will be the last chance to change or add content to the finished video.
- If there are changes to be made once the client has signed off on the finished video, there will be extra charges as stated in our tender or quote.
- If the client wants another video created from the same content there will be an additional quote given at the time.
- This second invoice must be paid in full before CP will release the finished video to the client, unless otherwise agreed upon in writing by a director of the company. The company has implemented the policy of charging interest in accordance with the Late Payment EU Directive and Prompt Payments Act.

Note: Creative Productions (CP) retains the right to use all images/video footage shot on behalf of a client for CP's own promotional purposes. The CP logo will always appear at the end of all videos produced by us.

- Payment is due in accordance with the quotation and, unless otherwise stated, will be as follows: 100% of the total sum, due on completion and within the remittance period.
- All sums due from the client under the contract shall be paid not later than the last day of the month following the month during which the company's invoice is rendered to the client (such date being hereinafter referred to as "the date due").
- Where, through no fault of the company, the customer is unable to take possession of the order, the company reserves the right to invoice on the date the order became ready for dispatch, or the previously agreed delivery date, whichever is sooner, the total price will become due.
- If the customer fails to pay all the sums payable hereunder on or before the date due, then the company shall be entitled to charge interest at the rate per annum of 2% above the base rate from time to time of Permanent TSB on all overdue payments, such interest to accrue on a daily basis with effect from the date due and to be payable after as well as before judgment.

EMPLOYEES & CONTRACTORS

All employees & contractors of Creative Productions (CP) have signed a Terms & Conditions of employment/working on contract with CP, committing them to the following:

- 1 Waiving their right to any copyright and all intellectual property rights, title and interest in any written materials and all photographs, images, and digital file to 'workings' to CP.
- 2 Respect confidentiality/official secrets.
- 3 Keep all material and information entrusted to it by clients in a secure and confidential manner. They will not use any information or material entrusted to them in any way detrimental to the client or to any persons with whom the client may have dealings.
- 4 All equipment, goods or materials used or provided in the course of providing services under the contract must comply with all relevant Health and Safety Standards.
- 5 Be responsible for compliance with all applicable statutory, regulatory and other relevant obligations for the time being in force including, but without prejudice to the generality of the foregoing, those relating to health, safety and welfare at work, environment, waste disposal, employment rights, data protection, equality, race relations and sexual discrimination.

HEALTH & SAFETY

CP applies and meets all of the required Health & Safety regulations. All equipment, goods or materials used or provided by CP in the course of providing services comply with all relevant Health & Safety Standards.

All CP staff, contractors have read and signed our in-house Safety Statement, and are responsible for ensuring that their own Health & Safety standards are applied to tasks, safety of staff and others while on set, on location, and at the production house.

Dóchas Code of Conduct on Images and Messages

Creative Productions (CP) confirm our acceptance of the Dóchas Code of Conduct on Images and Messages, which states "choices of images and messages will be made based on the paramount principles of:

- Respect for the dignity of the people concerned
- Belief in the equality of all people
- Acceptance of the need to promote fairness, solidarity and justice