

## Privacy & Data Protection Procedures

Creative Productions (CP) have established company 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.

## 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.

## 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](mailto: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 29<sup>th</sup> June 2002.

All prices are subject to Value Added Tax.

- 1 VAT will be charged at the appropriate rate of 13.5% 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 23% 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.

## 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.

## 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