

virtualmy
visitor

terms and conditions

CONTRACT

A completed order form, or an email from a company email account of the client agreeing to the order, constitutes a commercial contract between My Virtual Visitor (MVV) and the client. It also indicates the acceptance of the client to be bound by these terms and conditions and to enter the contract.

MVV will make contact with the client before any production begins to agree the content, locations, scheduling and costs. The client undertakes to provide MVV with all necessary resources and access to produce the video.

PAYMENTS

Payment may be made by bank transfer, cash or cheque. All cheques must be made payable to My Virtual Visitor.

All products and services provided will - without exception - be subject to MVV's UK tax obligations.

MVV's payment terms are 30 days from the invoice date. This overrides any Terms and Conditions stated in a Purchase Order and, in the event of an order being placed, the client is deemed to have accepted this Term. MVV reserves the right to add an accumulative percentage on late payments as dictated under the UK government late payments scheme.

COSTS

MVV undertakes to detail all fees and costs for which the client will be liable at the outset and before any costs have been incurred. MVV retains the right to charge out-of-pocket expenses incurred - subject to being able to provide the client with proof of expenditure. All out-of-pocket expenses will be charged at cost, and any such expenses for which the client may be liable will be outlined before the commencement of work.

Unless otherwise agreed, a draft version of the production will be forwarded to the client for their review. Under the original agreed cost, this draft may receive one set of revisions only. Subsequent alterations, either minor or major, may be subject to additional charge.

The client will also be liable for any additional costs when shooting is delayed because of a lack of clear access at the client's location or the absence of the client's personnel scheduled to be present and for any costs incurred by MVV, such as equipment hire, caused by the client changing the day of shooting.

CONTENT

Copyright - The client must ensure that permission is sought for the inclusion of any copyright material they supply to the MVV to enable them to produce the video. The client will indemnify MVV in the event of any breach of copyright claims being brought against them in respect of material supplied by the client.

MVV reserves the right to refuse to use or include any information or material it considers illegal, defamatory or unsuitable in any other way or which would breach copyrights.

MVV cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.

On delivery of the completed project, 50% of the copyright will be transferred to the client. MVV retains the other 50% and the right to use all footage, material and media, either in part or in full, for its own promotional purposes. The client grants MVV permission to use, reproduce or display the video, including all content, trademarks & brand features contained in it.

DELIVERY

The product will be delivered once final payment has been received and cleared and only after the client approves all content as complete and satisfactory and confirms this in writing.

MVV will retain all video footage for 30 days after the completion of the project after which time it will be deleted. Completion of the project will be deemed to be the date on which the video is delivered to the client for the client's use. If requested, and on the client's behalf, MVV will arrange the purchase of a suitable hard drive for storage of the data and for the transfer of the data onto the drive. The drive will be passed to the client after which MVV will not be held responsible for any failure in the drive or shortcomings in its storage arrangements.

If MVV fails to produce the video in accordance with the terms of this agreement, MVV's sole liability to the client shall be limited to either a refund of the fee or production of the video at a later time.

HEALTH & SAFETY

MVV reserves the right to remove any of its personnel or equipment from a location if its representative regards it as unsafe or if it is subjected to abusive or aggressive behaviour. In this instance the client will be liable for any costs incurred as a result. MVV will observe the client's site safety rules at all times and will liaise with the Health and Safety Manager if deemed necessary.

MVV carries public liability insurance cover of £5 million. Upgraded project specific insurance cover can be provided if required upon request.

FURTHER RESPONSIBILITIES & OBLIGATIONS

MVV cannot be held liable for any loss, damages or injuries caused whilst present at the client's premises or facilities. MVV cannot be held liable for loss or damage caused as a result of third party action or failure.

All materials provided by the client will remain the property of the client and remain at the client's risk. MVV does not accept liability for any damage or loss while in its custody or transit.

MVV will treat any information gained during the production as being private and confidential and not disclose it to any other party except when required to do so by law.

MVV shall not be liable for any breach of this agreement due to any cause beyond its reasonable control.

These terms & conditions are governed by the laws of the United Kingdom. In placing an order with MVV, the client is deemed to have read, understood and accepted them.