

General Terms and Conditions on behalf of Digiteyes Pty Ltd

This agreement formalises the established work practice and etiquette by which we operate. The following points form the basis of our engagement, subject to conditions being agreed in writing.

We operate with goodwill and enjoy a fair and safe workplace, we hope that you view our terms and conditions as reasonable. Please negotiate or clarify any points prior to the project.

Booking

Projects are accepted by Digiteyes Pty Ltd at the price agreed and quoted in writing. Prices may vary due to supplier costs or subsequent client requirements. Any such additional costs will be advised as soon as they become apparent.

Bookings are accepted subject to availability and may be confirmed or placed on hold or pencilled at the time of booking. A hold may be cancelled by either party.

Confirmation of a booking must be received in writing before any project takes place.

Priority will be given to confirmed rather than pencil or hold bookings.

A hold or pencil is considered confirmed 48 hours prior to the day of the booking unless cancelled or negotiated. These times are measured by business days, excluding weekends and public holidays.

The responsibility for cancellations remains with the Production Company and or the Production Team.

Work Day Times

Digiteyes working times are between Monday to Friday 06.00 – 21.00.
Shoots outside these hours are by arrangement.

Work times are considered to be from the call time to wrap in the Sydney metro area (30kms radius of the GPO). In all other national and international locations base to base inclusive of lunch, travel and appropriate breaks.

Call times is considered to be from the first requirement of the day. Wrap is defined as the departure from the final location or the final requirement of the day.

Work day or overtime buy-out is bound by a limit on working hours set as 8 hours on production days and 16 hours on travel days, excluding long haul flights.

Overtime is charged per hour or part thereof, applicable to all productions unless specifically negotiated.

Personnel quoted inclusive of equipment will be charged at the rate of 1 times the hourly rate. Personnel quoted separately to equipment will be charged at 1.5 times the hourly rate. Beyond 14 hours double and triple time rates apply respectively.

Weather holds or special requirements to be specifically negotiated.

Workplace

Digiteyes endeavours to operate in a safe workplace where health and safety is considered and maintained at a high priority. All personnel reserve the right of refusal.

As per Australian Workplace legislation minimum 10 hour turn around between wrap and call time is required between locations.

Productions must notify Digiteyes of all reasonably foreseeable risks related to the project. The risks include such environments such as exposure to sand, salt, water, dust, biological and chemical agents, working at height.

Breaks

An opportunity for a meal break is required every five hours, one hour of overtime will be charged per missed break by Digiteyes.

Equipment

Equipment requests will be adhered to as closely as possible, were specific models or items are unavailable a suitable replacement will be sought by Digiteyes.

Rental equipment sourced on behalf of a production may incur a 20% handling fee. Whilst Digiteyes will check all pieces of equipment no responsibility will be accepted for equipment rented on behalf of the production.

In the event of technical failure or loss involving Digiteyes owned equipment (excluding dry hire sales) Digiteyes shall bear the cost of equipment replacement in Sydney.

An equipment list may be provided as a guide for the production team and delivered onto location as deemed appropriate.

On locations where hire cars or air travel is involved, productions required to incorporate enough time in the call sheet schedule for equipment to be packed up appropriately.

Recording Media

Digiteyes will supply sufficient SxS media for the production.
Hard drive stock is the responsibility of the production.
Digiteyes can supply hard drives with 5 business days notice.

Digiteyes will not hand over original Sony SxS memory cards to productions, however we will transfer footage from the original SxS memory cards on to hard drives. We strongly advise that any data footage on hard drives to be backed up on two separate hard drives for security and stored at different locations.

It is the responsibility of production to inform Digiteyes in writing if a back up hard drive is required to be stored with Digiteyes on a temporary basis, as additional cost may apply.

Any footage for a production shot by Digiteyes Pty Ltd will be kept FOC for 4 weeks after which storage of footage is charged at \$100 per month.

Payment, Invoicing, Copyright and Edit Master files

Invoices will be submitted for payment upon completion of work and payment is due within 14 days of receipt of the invoice.

Payment terms are strictly 14 days, or as stipulated on the invoice.

Late payment may lead to late fees charged at the rate of 10% per month. Failure to pay within 90 days of the invoice date may result in legal action.

Unpaid invoices which total \$5,000.00 AUD will have services suspended until full payment has been received.

Original receipts are retained for Digiteyes accounts, any additional charges will be itemised on the invoice.

Copyright of all recorded materials remain the property of Digiteyes until full and final payment has been received, upon which time the Copyright transfers to the client.

Digiteyes retains rights to utilise the work in a repertoire, portfolio or showreel for future promotion, the client retains all other major usage rights.

Finished edit masters may not be released until the final invoice is paid. A copy with a watermark may be supplied for approval purposes.

Travel and Mileage

Tolls and parking fees incurred in the course of production are invoiced to the production.

Travelling by road beyond 100km will incur a charge for mileage.

Transport provided by the Production must meet adequate safety, comfort and security standards, or be negotiated with respect to the nature of the production.

Travel days are considered to be that where no filming takes place and will be billed at \$250 per day.

Daily working hours and travel days are measured base to base in all national and international locations beyond Sydney, inclusive of lunch, travel and appropriate breaks.

Per Diems must adequately cover meals, telecommunications and weekly laundry with respect to schedule and destination. Alternate arrangements welcomed.

Reconnaissance or recce's are welcomed on Travel Days given it is of reasonable duration, and that the site is en-route or within reasonable proximity of the crew accommodation.

Accommodation and Transport provided by the Production must meet adequate safety, comfort and security standards, or be negotiated with respect to the nature of the project.

Unforeseen or Sudden Termination of a Project

In the event that we are unable to continue working due to sudden illness or injury, will endeavour to find a competent replacement. We will liaise with the production team to make provision for the hand over of files or assets for a project. Production will be invoiced for the work done up to that point.

Insurance / Liability

Digiteyes is covered by \$20M Public Liability insurance. Digiteyes liability due to illness, errors, omissions, professional negligence, technical or mechanical failures, and/or effects of crime shall be limited to the equivalent of the booking fee of the time.

Cancellations

Every effort will be made by Digiteyes to be flexible and understanding in relation to the changing nature of production schedules, however, for bookings that have been confirmed in writing by the client, the following cancellation terms apply:

Cancellations within 24 hours of job start date –50% agreed rate charge applicable

Notifications can be made within the business hours of Digiteyes.

Termination of Services by Client

If the production wishes to terminate the services of Digiteyes a minimum of 50% of the agreed rate will be payable to Digiteyes. Work that is refused by the production cannot be used in whole or in part.

We hope that you view these Terms and Conditions as fair and reasonable, please clarify or negotiate any points prior to production. These Terms and Conditions are presented to promote transparency and to avoid unnecessary dispute. We look forward to smooth business dealings and great shoots with you.

