

**Storm Development Ltd.**  
**Terms and Conditions of Contract**  
**Video Production**

1. For invoices under £1000, unless agreed otherwise in writing, 25% of the project cost as a deposit, must be paid after terms of contract are agreed. The remaining balance shall be payable on delivery of the final product.
2. For projects over £1000, a deposit of 30% will be required on confirmation of order. Storm Development Ltd will issue an initial invoice for the deposit and a further invoice on successful delivery of the final approved product to be paid immediately unless stage payments have been agreed.
3. Storm Development Ltd fees shall be inclusive (provided they are stated up front) of disbursements and expense items related to the agreed project, such as messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, creation of audio and video streaming files, travel accommodation, subsistence, fax charges and similar items.
4. If payment is not received within 14 days of the invoice date, Storm Development Ltd. will automatically charge interest at a rate of 8% per annum, which will be added to a re-submitted invoice.
5. Payment may be made by bank transfer, cheque or cash.
6. All cheques must be made payable to Storm Development Ltd.
7. The customer's requirements must be clearly approved by the client in writing before commencement of work and subject only to one set of minor alterations thereafter.
8. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.
9. A project will only be publicly released by Storm Development Ltd. once the customer approves all content as complete and satisfactory.
10. A customer may terminate the contract at any time by written notice of termination.
11. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Storm Development Ltd. unless any other written agreement is reached in advance.
12. Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.
13. Storm Development Ltd. reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.
14. Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the "unsuitable" information, its inclusion may be considered.

15. Storm Development Ltd. cannot be held liable for loss or damage caused as a result of third party action or failure.
16. The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Storm Development Ltd provides crew or equipment and such arrangements shall be notified to Storm Development Ltd in writing in advance of travel to that jurisdiction.
17. Storm Development Ltd. 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.
18. Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer's needs.
19. If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.
20. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.
21. Storm Development Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.
22. In consideration of, and subject to, the final payment of full fees due to Storm Development Ltd by the customer, Storm Development Ltd hereby assigns to the customer with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.
23. Any confidential or proprietary information which is acquired by Storm Development Ltd. from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Storm Development Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
24. Any contract requiring Storm Development Ltd. to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Storm Development Ltd.
25. Storm Development Ltd. office hours are 9.00 a.m. to 6.00 p.m. Monday to Friday. Saturday and Sunday 10am to 4pm, Messages can be left outside of these hours and we will respond as quickly as possible.
26. Any claims must be made in writing to Storm Development Ltd. within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
27. Should the customer have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by Storm Development Ltd within 7 days and a detailed reply will be issued to the customer within a further 14 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to Storm Development Ltd.

28. Storm Development Ltd shall be under no liability if unable to carry out any provision of the contract for any reason beyond its 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 suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the client may, by written notice to Storm Development Ltd, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

Updated on 15th October 2013