



# Terms and Conditions



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1. Unless agreed otherwise in writing, 50% of the invoice must be paid after terms of a quote/contract are agreed. On completion of filming a further 25% of the invoice must be paid immediately. With the outstanding balance of 25% paid on completion. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.

2. For invoices over 6000 AED First and Ten Productions LLC FZ, will issue an invoice for payment as each sum becomes due, to be paid within 30 days of the date of that invoice or by date agreed with the client.

3. For invoices under 6000 AED First and Ten Productions LLC FZ, require full payment in advance.

Cancellation of shoots (48 hours prior to project date) will attract a cancellation fee of 2,000 AED per crew member billed for in the production or 50% of total approved budget, whichever amount is lower.

Along with any expenses occurred at actuals for the pre-production of set project. If a deposit has been paid this amount will be deducted from said deposit and the balance will be returned to the client.

This fee also applies if it is rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of a shoot impracticable, illegal or impossible.

4. First and Ten Productions LLC FZ, will liaise with the client on any charges relating the production, which fall outside of the original invoice/quote. Once any additional charges have been agreed with the client, a variation order will be raised.

5. If payment is not received within 30 days of the invoice date, First and Ten Productions LLC FZ, will automatically charge interest at a rate of 10% per annum, which will be added to the customer's account.

6. Payment may be made by bank transfer, cheque or cash.

7. All cheques must be made payable to First and Ten Productions LLC FZ.

8. The client's requirements must be clearly provided to First and Ten Productions LLC FZ, in writing before commencement of work.

## Pre-Production

Pre-production rates are charged at an hourly rate of 250 AED. First and Ten Productions LLC FZ, will liaise with the client to establish a pre-production forecast and create a bank of hours. Should the pre-production bank of hours get within 10% of completion First and Ten Productions LLC FZ, will inform the client in order to agree any additional hours.

## Production

Filming Hours per day are agreed to be no more than 8 hours. Any further time will incur a charge of 300 AED per hour per crew-member. Once that extra time exceeds more than 4 hours, another day will be charged. This does not include additional costs for any hired equipment, cast, venue(s) or props.

## Post-Production

We will estimate a time to complete the initial off-line edit (Rough Cut). This is usually charged at a daily rate of 3000 AED. Unless this (Rough Cut) cost has been factored into the delivery of the finished product.

This initial edit is sent to the client for approval or changes.

First round of changes are considered to free and part of the original post production cost.

Second round of changes or additions are then charged at an hourly rate of 400 AED per hour.

Colour Grading and Mastering is charged at 300 AED per hour.

Finished product can be encoded and delivered on any format required. But must be told at the brief/quotation of each job.

9. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.

10. A video programme will only be publicly released by First and Ten Productions LLC FZ, once the customer approves all content as complete and satisfactory and confirms this in writing and the outstanding balance is paid.

11. A client may terminate the contract at any time by written notice of termination.

12. When a client terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by First and Ten Productions LLC FZ, unless any other written agreement is reached in advance.

13. Any monies (excluding the deposit) held on account and unused will be returned subject to a 5% administration charge.

14. First and Ten Productions LLC FZ, 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.

15. 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.

16. First and Ten Productions LLC FZ and its associated companies Togethia Ltd, Togethia Media Ltd cannot be held liable for loss or damage caused as a result of third party action or failure.

17. The client shall provide appropriate security arrangements for any filming inside or outside of the United Arab Emirates for which First and Ten Productions LLC FZ, provides crew or equipment and such arrangements shall be notified to First and Ten Productions LLC FZ, in writing in advance of travel to that jurisdiction.

18. First and Ten Productions LLC FZ, LLP 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.

19. Clients contracts may be modified by agreement in writing at any time to add or delete services to better fit the client’s needs. Clients must identify the directors of First and Ten Productions LLC FZ, who are required to agree in writing the changes

20. 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.

21. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programmes.

22. First and Ten Productions LLC FZ, will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client. If we have authority in writing on an email from a position in power of a company then this is also acceptable.

23. In consideration of, and subject to, the final payment of full fees due to First and Ten Productions LLC FZ, by the customer, First and Ten Productions LLC FZ, hereby assigns to the client with joint title guarantee with the production house to all the distribution rights of the final production only. This will depend entirely where the video is uploaded and has to comply with point 31. All rushes, project files, music files, photographic files remain the property of First and Ten Productions LLC FZ, under authorship copyright – referred to as the ‘first owner of copyright’ under the 1988 Copyright, Designs and Patents Act. A release fee of an agreed percentage of the final production budget must be agreed either in advance or prior at the author’s (IVP) discretion for release of all production rushes, project files, music files, photographic files etc.

24. Any confidential or proprietary information which is acquired by First and Ten Productions LLC FZ, 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. This only applies if this information is not already in the public domain. If required, First and Ten Productions LLC FZ, will sign and adhere to the conditions of any Confidentiality Agreement used by the client.

25. Any contract requiring First and Ten Productions LLC FZ, 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 First and Ten Productions LLC FZ, its servants or agents, as necessary.

26. First and Ten Productions LLC FZ, office hours are 9.00 a.m. to 5.30 p.m. (GMT+04:00) Abu Dhabi, Muscat, Sunday to Thursday unless notified otherwise. We do answer enquiries and operate outside of these hours but are not guaranteed.

27. Any issues/problems must be made in writing to First and Ten Productions LLC FZ, within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods/project at the agreed and the payment is due.

28. Should the client have cause to make any complaint about service or programmes, the complaint, if put in writing, will be acknowledged by First and Ten Productions LLC FZ, within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to First and Ten Productions LLC FZ.

29. First and Ten Productions LLC FZ, 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 First and Ten Productions LLC FZ, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available. If there is resources allocated and are held up on a job due to reasons beyond First and Ten Productions LLC FZ control, then the client is reasonable pay the going hourly rate of that service/resource.

30. Initial consultation meeting costs are usually free but in some circumstances will be inclusive in the agreed quote. Any further meetings that involve travel beyond 40 kilometres round trip will be charged at 0.75 AED a mile and at an hourly rate of 250 AED.



31. All productions come provided with music which is for licensed use by Togethia Media Services, a working partner with First and Ten Productions, which is under the EDM District & Monstercat Media label on YouTube. On some occasions we use content originally composed by Togethia as well as other artists outside of EDM district, but only with prior written approval, in these instances there may be usage restrictions handed down from the artist outside of our control.

For all productions composed with this music they can only be uploaded to a YouTube channel partnered or governed by Togethia Media Services, EDM District or Monstercat and carry the appropriate credits and links in the video description and video itself where applicable.

Videos that are to be embedded on sites will carry a link hosted by one of these channels to maintain the agreement with the label, unless otherwise specified in writing. Use of material containing such content outside the areas detailed in these terms and conditions will be subject to agreement on a case by case basis with the Artist, Togethia Media Ltd and First and Ten Productions LLC FZ.

