

First Ladies Productions Video Production Business Terms and Conditions Agreement

1. **Definitions**
 - 1.1. **Client/You:** Any individual who acquires FLP's services wholly or predominantly for personal domestic or commercial use. This includes any person or entity requesting FLP to provide services.
 - 1.2. **FLP:** First Ladies Productions (ABN 52 335 973 522) of 14 Wellington Street, Warrnambool, Victoria 3280, Australia.
 - 1.3. **Agreed Fee:** The fees estimated by FLP in any quotation once accepted by the Client.
 - 1.4. **Materials:** Any goods, items, or things including but not limited to any photographs, documents (whether digital or hard copy), tapes, videos, films, footage, props, and equipment provided by the Client to FLP for the purposes of FLP supplying the Services.
 - 1.5. **Raw Footage:** Master footage recorded by FLP as part of the provision of the Services.
 - 1.6. **Services:** Video production and/or post-production services.
2. **Application**
 - 2.1. These Terms and Conditions apply to and are incorporated into all contracts, agreements, arrangements, transactions, and dealings entered into by FLP with any Client in relation to the provision of Services by FLP.
 - 2.2. All work carried out by FLP is on the basis that the Client has agreed to these Terms and Conditions.
3. **Quotations**
 - 3.1. Quotations are calculated by estimating how long it will take to provide the Services under typical circumstances and are based on an hourly rate.
 - 3.2. One round of Client changes and/or revisions is included in each quotation.
 - 3.3. If the Client instructs FLP that significant changes and/or revisions to the scope of the Services described in a quotation are required, then FLP shall be entitled to charge an additional Agreed Fee based on a further quotation.
4. **Video Inclusions**
 - 4.1. All videos include colour correction and professional editing on Final Cut Pro or similar.
 - 4.2. Editing will include the use of titles, captions, and insertion of logos using any of the text animation presets available within the Final Cut Pro editing suite.
 - 4.3. Our camera operator(s) will attend the video shoot on location within the Warrnambool area.
 - 4.4. First draft videos will be completed within 10 working days following filming unless otherwise specified in writing.
 - 4.5. **Video Proofing:**
 - 4.5.1. The Client will be given one opportunity to request amendments to the video upon receipt of the first draft. The Client must provide written instructions of the amendments required. FLP will edit the video as per instructions where the instructions are performable with the equipment as per this agreement.
 - 4.5.2. In the situation of a video being billed per 30 seconds, the fee is applied to the original video length. For example, if a Client provides 5 minutes of dialogue and decides to cut this down to 2 minutes throughout the editing process, the fee is calculated on the original 5 minutes, not the final 2 minutes of video. This does not apply to the various original takes but to the actual length of the original narration when edited together.
 - 4.6. Videos will be provided in MP4 or MOV file via Dropbox or Vimeo.
5. **Pre-Production Inclusions**
 - 5.1. Unless otherwise agreed in writing, pre-production planning is charged at \$95/hour + GST.
 - 5.2. This applies to client meetings and teleconferences.
 - 5.3. Unless otherwise agreed in writing, the script writing fees include one set of proofing.
 - 5.4. Unless agreed in writing, further edits to the script will be charged at \$95/hour + GST.
6. **Additional Fees Unless Otherwise Agreed in Writing**
 - 6.1. 30km+ out of Warrnambool Travel – half of the producer's hourly rate.
 - 6.2. Additional editing for videos longer than the length specified in the agreed proposal or agreed quote – \$95/hour + GST of editing required.
 - 6.3. Clients may use their own contractors; if the Client requires FLP to liaise on their behalf with their own contractors, there will be a service fee of \$60 + GST per hour.
 - 6.4. Voice-over artists (where not already included

- in the quote) – from \$350 + GST per 30-second voice-over. 6.5. Custom designed music – per contract. 6.6. Additional edits after the first edits supplied – \$95 + GST per hour. 6.7. Use of additional stock footage/music/photography/sound effects to FLP's Library – as per selected suppliers' prices. There will be an additional fee of \$60 + GST per hour if the Client requires FLP to source the additional stock for them.
7. **First Ladies Productions Guarantee** FLP will provide fit for purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence, and foresight that would reasonably be expected from a prudent professional and experienced provider of services that are similar to the Services.
- **Insurance:** During the Term of this Agreement, FLP agree to effect and maintain public liability with a value of \$20 million dollars for any one event, and professional indemnity insurance with a value of \$10 million dollars for each claim.
8. **Client Responsibilities and Guarantees** 8.1. The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to FLP for inclusion in the project are owned by the Client or that the Client has received permission from the rightful owner(s) to use each of the elements. The Client will hold harmless, protect, and defend FLP and its subcontractors from any liability or suit arising from the use of such elements.
- **Talent Release Forms:** The Client is responsible for verifying that any person involved in the filming has agreed to be recorded. You will gather the approvals using your organisation's procedures for interviewees, actors, or anyone on-site during filming. We strongly recommend your organisation uses a Talent Release Form.
 - **Filming and Photography Permission:** The Client is responsible to ensure that all permits and licences are acquired before filming or taking photos in public and private locations. FLP does not take responsibility for this or for any fees associated with hire, fines, or costs due to location problems. Additional fees will be charged if FLP is required to arrange the necessary permits and licences. If rescheduling or cancellation occurs, FLP's Rescheduling and Cancellation policy applies.
9. **Project Delays and Postponements** 9.1. Any estimate of the date by which FLP will complete any part of the Services is contingent upon the Client providing complete instructions to FLP and fully cooperating with FLP until FLP has ceased providing Services to the Client. 9.2. The Client must appoint a person who has complete authority to provide instructions to FLP and respond to requests for feedback until FLP has ceased providing Services to the Client. 9.3. The person appointed must be available to respond to communications from FLP on every business day in Victoria. 9.4. The Client agrees to ensure their project is completed in a timely manner. 9.5. The Client agrees to make every effort to ensure their project enters the Production phase of the process within 1 month of the Booking Fee being paid. 9.6. If a project is delayed beyond 1 month from the Booking Fee being paid, a fee of \$650 per month for every month exceeding this initial 1-month period will accumulate and be charged until the project is finalised. This fee will be added on top of the remaining pre-production, production, and post-production time and the Final Payment Invoice. 9.7. If progress on a video is delayed or postponed by the Client or due to overdue payment of invoices by the Client, a fee of \$350 + GST will apply for recommencing work on the project due to refamiliarising with and scheduling in the project work. 9.8. Without limiting any other term in this Agreement, if the Client delays the undertaking of the Project by two weeks (by, for example, not providing instructions,

information, or Client Materials requested by FLP), FLP may decide to cease working on the Project by providing written notice to the Client. If this occurs: 9.8.1. FLP will invoice the Client for Services performed up to the date of termination and for any cancellation fees as outlined in the Rescheduling and Cancellations clause, as well as any applicable expenses that FLP has incurred or are due to incur before the date of termination. 9.8.2. If the Client wishes for the Project to continue at this stage, they must pay FLP a restarting fee of \$800 plus GST.

10. **Production Timeline** 10.1. The Client agrees to cooperate with FLP to schedule and prepare for production and adhere to the agreed dates. 10.2. The Client agrees to reply to email and phone correspondence within 3 working days. 10.3. The Client agrees to be available for phone correspondence in the business week/hours prior to scheduled production dates. 10.4. If communication is not maintained, certain production decisions may be made by FLP. 10.5. The Client is permitted to request any known additional work on a project that exceeds the accepted proposal or quote. FLP will send the Client a sub-quote which, if accepted by the Client, will be added to the final project fee. If the project is cancelled by the Client prior to the commencement of production activities, 50% of the sub-quote will be owing by the Client along with the initial non-refundable booking fee for the total project. In this instance, FLP will send the Client an invoice for 50% of the sub-quote total which will be due by the date specified on the invoice.
11. **Preview Link and Feedback for Video** 11.1. FLP will send the Client a preview link containing a preview edit of the video(s) for feedback and adjustment requests up to 14 days after the final production day. If a delay is anticipated, FLP will inform the Client immediately. 11.2. The Client is required to provide feedback within one week of receiving the preview link. 11.3. All subsequent preview edits will be sent within 7 days of receiving the Client's feedback requests. 11.4. Once the proposed changes have been made, FLP will provide the Client with a 'final draft copy' solely for the purpose of verifying that the proposed changes have been correctly implemented. No new changes may be requested unless the Client purchases another variation. 11.5. The Client must notify FLP of any errors in the final draft copy within fourteen (14) days. 11.6. Additional adjustments beyond the scope of the accepted quote will incur an additional fee. FLP will advise the Client of any additional costs and will undertake this work once FLP receives approval from the Client. Additional costs will be added to the final project fee. 11.7. Once the preview edit has been approved by the Client, FLP will send the final payment invoice. The finalised high-resolution video file(s) will be delivered to the Client once final payment has been received.
12. **Project Timeline and Deadlines** 12.1. FLP will begin pre-production on your video project once the following conditions have been met: 12.1.1. You accept the proposal or quote via email to FLP Producer Colleen Hughson before the expiry date specified. 12.1.2. We issue an invoice for a non-refundable booking fee of 50% of the total project fee. 12.1.3. We receive your booking fee payment. 12.2. You will work with us to plan the production dates. 12.2.1. The production dates will be finalised within 7 days of receiving your booking fee payment. 12.2.2. If the intended shoot is to take place outside of regular business hours (9am-5pm Monday-Friday), you must inform FLP during the initial consultation prior to FLP providing a quote for this project. Additional charges may apply for shoots outside regular business hours. 12.3. You agree to arrange locations, spokespeople, content, and props as required and outlined in the pre-production consultations unless otherwise discussed and agreed upon with FLP. 12.3.1. You will begin your arrangements as soon as the scheduled production dates are finalised. 12.3.2. Actor hire and location hire are not covered by FLP unless

otherwise stated in the proposal or quote provided. If you wish for FLP to source actors or locations for the project, you must inform us in writing prior to the quote being issued. If it is apparent during pre-production that these costs are necessary or essential, additional fees will be discussed with you. 12.3.3. A fee of \$90 + GST per hour will be incurred for time spent by FLP in sourcing actors and locations if you do not meet your agreed pre-production responsibilities or if you request that FLP make these arrangements after the proposal or quote has been issued and accepted. This fee will be calculated accordingly and added to your final payment invoice. 12.3.4. If hired actors are required for additional shoot days other than their originally agreed shoot times, they will be owed an additional fee as agreed upon by you and FLP. 12.4. Additional fees may be incurred throughout the production period. These will always be discussed with you and agreed upon in advance and will be added to the final payment invoice. 12.4.1. Additional filming time will incur a fee of \$250 + GST per hour. 12.4.2. Additional editing time will incur a fee of \$90 + GST per hour. 12.4.3. A travel fee will be incurred for shoot locations that fall outside of a 30km radius of Warrnambool. It will be charged at \$0.90/km + \$165 + GST. 12.4.4. Other travel fees, including airfares, accommodation, car hire, and meal allowances, will be discussed and invoiced on a case-by-case basis.

13. **Rescheduling and Cancellations** 13.1. If the Client has engaged FLP to provide Services on a specified date, the Client may notify FLP in writing (during normal business hours) that the Client does not require the Services to be provided on that date (“the cancellation”). 13.1.1. If notification of the cancellation is provided outside of normal business hours, it is deemed to have been provided at the commencement of the following business day. 13.2. In the case that you reschedule any scheduled production date(s): 13.2.1. You will call us at least five business days in advance to reschedule to another date. 13.2.2. You will cover all of the costs associated with rescheduling, including but not limited to equipment hire and pre-booked travel. 13.3. If notification of cancellation or rescheduling is given with less than five business days' notice: 13.3.1. A \$65 + GST fee will be charged for every hour of previously scheduled shoot time that requires rescheduling or cancellation. 13.4. If notification of cancellation or rescheduling is given with less than 24 hours' notice: 13.4.1. A \$100 + GST fee will be charged for every hour of previously scheduled shoot time that requires rescheduling or cancellation. 13.5. In the case that you cancel the entire project: 13.5.1. Your booking fee covers the pre-production and project administration fees and will not be refunded. 13.5.2. If total project cancellation is made by you within five business days prior to the first scheduled production date, a cancellation fee of 10% of the total project fee in addition to the non-refundable booking fee will be owed. 13.5.3. If total project cancellation occurs any time after production activities have commenced, the total project fee is owing and is to be received by the due date specified on the final invoice. 13.5.4. If total project cancellation occurs any time after the commencement of post-production activities, the total project fee is still owed and is to be received by the due date specified on the final invoice. 13.5.5. You are not entitled to any scripts or raw footage created during this engagement. The use of any material created by or with FLP is prohibited.
14. **Wet Weather** 14.1. If you wish to cancel or reschedule production activities in anticipation of inhibiting weather conditions, you must inform FLP. 14.1.1. For production activities commencing before 12:00pm, FLP must be informed of the desire to reschedule or cancel by 5:00pm on the afternoon prior to production. 14.1.2. For production activities commencing after 12:00pm, FLP must be informed of the desire to reschedule or cancel by 9:00am on the morning of scheduled production.

- 15. First Ladies Productions' Cancellations** 15.1. If FLP reschedules a scheduled production date: 15.1.1. We will contact you to reschedule the production day around your availability. 15.1.2. Any costs associated with rescheduling will be covered by FLP. 15.2. If FLP totally cancels the project: 15.2.1. We will refund your booking fee and total project fee if applicable. 15.3. If FLP totally cancels the project due to a technical issue or forces beyond human control: 15.3.1. We will refund your booking fee. 15.3.2. You agree not to submit damage claims and not undertake any legal action against FLP.
- 16. Copyright and Usage Rights** 16.1. **Content Usage** - FLP does not allow footage filmed by other organisations or individuals to be featured in the project content unless otherwise agreed upon by us. - You do not have the right to any of the raw footage created by FLP. - Content created by FLP is not to be edited, altered, or manipulated by any individuals or organisations. - If you wish to pull still images from video content made by FLP, an additional fee will apply, and you must request these directly from FLP. You are not permitted to pull your own still images from any FLP content. Stills from preview edits are not to be used in any manner. 16.2. **Copyright** 16.2.1. **Audiovisual Content Supplied by the Client** - Prior to supplying audiovisual content to FLP, you are responsible for verifying: - Ownership of the rights to reproduce the supplied content. - If any of the supplied content is copyright protected. 16.2.2. **Audiovisual Content Supplied by FLP** - We source content and guarantee that all copyright-related expenses or credits are covered within the proposal of your project. 16.2.3. **Copyright Ownership of Finalised Project** - Unless otherwise specified, the creative copyright of the produced content remains the property of FLP. You may not use any of the supplied previews or edits online or offline. - Upon receipt of final payment from you: - You are granted a user license without any restrictions. - You have the right to use your finalised high-resolution videos online and offline and to transfer it to any other digital format without any restrictions. - You are not permitted to edit or manipulate the finalised project in any manner. - Copyright in all video images, audio, lyrics, or musical composition included or recorded in the edited video or recorded by equipment used by FLP will remain the property of the author or legal entity owning the copyright. - FLP reserves the right to retain ownership of any recorded material of an anomalous nature once discovered in post-production. The copyright of such recordings will belong to FLP. - FLP has the right to use edited or unedited video files produced pursuant to these Terms and Conditions for promotional or commercial purposes unless an alternative arrangement is made between FLP and the Client. The copyright of such segments will belong exclusively to FLP. 16.3. **Promotional Use** - We have the right to use any finalised video or photography for promotional use in the public domain. This includes digital portfolio websites and social media pages. - We may request that you send us a high-resolution file of your logo to be used on the FLP website. - You are to inform FLP if any content is confidential, and we will not use it in the public domain. 16.4. **Credits and Promotion** - Where possible, you will provide us with credit for authorship on all reproductions, distribution, communications, or other exploitations of the Final Deliverables as follows: "Written and Produced by First Ladies Productions" together with a copy of our current logo. You agree that you will not attribute any third party as the author of the Final Deliverables. - Unless you otherwise advise us in writing, we have the right to publish and communicate the Deliverables in our portfolio and marketing materials for promotional and demonstrative purposes.

17. **Privacy & Confidential Information** 17.1. All information received by FLP from the Client, written or otherwise, will be kept confidential. Any private information will not be divulged or distributed to any third party without the Client's consent.
18. **Final Payment** 18.1. Final payment for your project is required prior to the delivery of your finalised high-resolution video. 18.1.1. We will send you the final payment invoice once you have approved the preview edit. 18.1.2. Once we receive your final payment, we will deliver the finalised high-resolution video to you. 18.1.3. You agree to make the final payment by the due date specified on the invoice. 18.1.4. Full project payment is to be received within 60 days of production commencement or before the delivery of the finalised video (whichever comes first). 18.1.5. A late payment fee of 10% of the total project fee (including any additional fees) will be incurred if the final payment has not been received by the due date specified on the invoice. 18.1.6. An additional 10% fee will be incurred every 7 days from the first day that the final payment becomes overdue. 18.1.7. In the event of a client delay in providing feedback requests or organising an additional shoot in conjunction with the initial shoot, full payment must be received within 60 days of the commencement of production regardless of the finalisation of the videos. 18.1.8. You are not permitted to use any project content online or offline until the final payment has been submitted. 18.1.9. Timely client responses are crucial for meeting these deadlines.
19. **Client Responsibilities** 19.1. We require you to provide us in a timely manner with accurate instructions in relation to the Project, supply us with the Client Materials, and review our draft work. 19.1.1. For the purpose of the Agreement, Client Materials means briefs, logos, brand guidelines, brand assets, and any other information, assets, data, or other items requested by us for the Project.
20. **Sub-Contractors** 20.1. For the Project, we are permitted at our discretion to engage appropriately skilled independent sub-contractors, freelancers, or other third parties (Sub-Contractors) to perform some or all of the Services.
21. **Communication Protocols** 21.1. You agree to choose one contact person (as the primary contact) within your organisation to discuss the project with FLP. 21.1.1. We will prioritise input, feedback, and comments from the primary contact. 21.1.2. We request that all input, feedback, and comments from other people in your organisation be channelled through the primary contact. 21.1.3. All feedback and adjustment requests will be sent to FLP in one clear email. Feedback and adjustment requests will not be accepted in any other format. 21.1.4. You will reply to email and phone correspondence within a reasonable time. 21.1.5. You agree to be available for phone correspondence in the business week/hours prior to a scheduled production date. 21.1.6. If the client does not respond within a specified timeframe, FLP will follow up with a reminder. If there is no response within 5 business days of the reminder, FLP may proceed with the best judgment based on the information available.
22. **Revisions and Feedback** 22.1. You can request two revisions for the Project and any Deliverables supplied by us during any Production Stage where reasonably required, subject to the following conditions: 22.1.1. Your request for a revision is made while we are working on the relevant Production Stage to which the revision relates. 22.1.2. You must review the revision and either accept the revision or ask for a further revision within 48 hours or another timeframe with prior written agreement by the parties. 22.1.3. The requested revision must not require more than 20% of the total time allocated to the relevant Production Stage to which the revision relates.
23. **Revisions after Completion** 23.1. We can modify your company logo/branding or contact details for the Project at no cost within 3 months from completion of the Project provided that your request for modification complies with the following

conditions: 23.1.1. Changes must be generic to the video and not adapted for alternative uses. 23.1.2. Changes must not exceed 5% of the total original video editing work time. 23.1.3. Changes must be limited to editing work; any changes which require re-recording, additional stock images, or voice recordings are not included. 23.1.4. Changes must be specific, explained clearly, and unambiguously. 23.1.5. Only one instance of reviewing a change you have requested under this clause will be provided; otherwise, once the change you have directed has been made, the change is final and cannot be reviewed by you.

24. **Client's Materials** 24.1. All Materials are used and stored by FLP solely at the Client's risk, and FLP is under no obligation to insure any Materials. 24.1.1. FLP will not be liable for any loss, destruction, or damage ("Loss") of the Materials other than loss caused by their negligence, but any liability for such loss will be limited to replacement of the Materials. 24.1.2. FLP will not be liable in respect of any Loss of the Materials arising out of the action of any person not employed or engaged by or associated with FLP, even though such person is present during and involved with the performance of the Services. 24.1.3. The Client must retain a master copy of each and every recording delivered to FLP for the purposes of the Contract.
25. **Disposal** 25.1. Raw Footage, video files, audio files, and edited video files will be retained for up to twelve (12) months only and will then be disposed of, deleted, or erased. If at the end of twelve (12) months Services have not been paid for, FLP reserves the right to dispose of all Raw Footage, video files, audio files, edited video files, recorded materials, and finished works. 25.2. The Client may purchase Raw Footage in viewable format for an additional fee of \$200.00 per day of footage plus GST. If the Client requires any Raw Footage to be provided by way of a separate hard disk, then Client must pay FLP an additional fee of \$250.00 plus GST.
26. **Failure of Equipment or Illness of FLP Employees and Contractors** 26.1. Whilst all reasonable care and preparation are taken for videography and editing, FLP will not be liable for any compensation except for return of any Deposit paid should a failure occur in all or any of the electronic equipment used, or due to illness of the operators or person(s) employed or engaged by FLP, or because of an unforeseen event or any dispute regarding the ownership of recorded materials.
27. **Client Acknowledgements** 27.1. The Client acknowledges and agrees that: 27.1.1. FLP will have a lien on Materials provided by the Client. 27.1.2. No title (including any copyright) in the Services manufactured, produced, duplicated, or otherwise provided by FLP will be transferred to the Client until the Client pays all amounts due to FLP in full. 27.1.3. Upon payment of all outstanding invoices due to FLP, the Client is entitled to receive the finished works but has no entitlement to the working files of FLP.
28. **Indemnity** 28.1. The Client acknowledges and agrees that the content, views, and opinions expressed in the finished works produced for the Client by FLP are solely those of the Client. The finished works are intended to represent the opinion of the Client and in no way reflect the views and opinions of FLP, its employees, and subcontractors.
29. **Client Undertakings and Warranties** 29.1. The Client must obtain all necessary permissions and authorities in respect of the use of the Materials which are to be included in the Client video. 29.2. The Client indemnifies and holds FLP harmless from any claims or legal actions related to the content of the Client's video. 29.3. The Client hereby indemnifies and holds harmless FLP against all loss, damage, costs, or expenses suffered.