

Dorothy Peden – Standard Terms and Conditions

1. This is a freelance contract and is not a contract of employment.
2. An invoice will be issued at the end of the project or every 2 weeks (whichever is sooner) and will be payable in full within 14 calendar days of the invoice date.
3. A deposit is payable before the project starts. For a project estimated at £2,500 or less, the deposit will be 50%. For a project estimated at more than £2,500, the deposit will be £1,250. The deposit will be held by Dorothy Peden for the duration of the project and set against the final payment due on the project.
4. Charging is based on a normal work day of 8 hours (including a lunch break of 30 minutes).
5. Hours or part days may be available on a discretionary basis. Part days are charged at the hourly rate.
6. Any amendments/changes are chargeable.
7. If Dorothy Peden has not agreed other rates with you in writing in the last 6 months, the following standard rates apply:
£250 per day or £30 per hour (normal working hours: weekdays, no earlier than 08:00 and no later than 18:00)
£360 per day or £45 per hour (antisocial hours: any work falling outside of the above normal working hours, including any work on weekends)
8. If Dorothy Peden provides any media assets (e.g. stock footage, audio) or other materials, this will be chargeable to the customer with a mark up of 10% after tax.
9. There will be no charge for travel of up to 45 minutes (each way) by any combination of train, bus or on foot from Brighton railway station (BN1 3XP) for normal working hours. For longer travel or if any part of the work day falls outside normal working hours, reasonable travel expenses will be charged to the customer.
10. If the work requires an overnight stay (e.g. due to an early/late start/finish), accommodation and subsistence will be charged to the customer.
11. If any work is cancelled, any work already done (whether complete or incomplete) will be charged for at the full rate. If the client fails to give at least 7 days of notice, prior to cancelling or rescheduling a booking, the client will be charged in full for any bookings falling inside that 7 day period.
12. The client is responsible for providing creative and editorial direction.
13. The client will provide all media assets required for the video before the planned start of the project.
14. The client will be responsible, at their own cost, for obtaining all necessary rights/licenses/clearances (including but not limited to licenses for footage/music/photography, model releases etc.), whether assets are provided by the client, Dorothy Peden or a third party.
15. The client will review and approve any materials prior to publication and any instruction to publish will be taken as confirmation of this approval.
16. The client will provide prompt feedback and any additionally required information/materials when required to meet the deadlines associated with the work.
17. Dorothy Peden may use excerpts of materials produced during any video editing project as part of a freelance portfolio and any promotional materials.
18. The use or publication of a video will constitute acceptance of the video by the customer. If the customer does not request any changes to the video within 7 calendar days of it being supplied or if the customer pays the invoice, this will constitute acceptance of the video.
19. If this agreement is cancelled or breached, then all amounts owed become due in full and payable immediately.
20. Dorothy Peden retains all intellectual property rights to the edited video until all invoices for the project have been paid.
21. Dorothy Peden is not registered for VAT. If Dorothy Peden is required to register for VAT, then VAT will be charged and any previous agreements will be considered to be prices exclusive of VAT.

22. If any of the events below takes place, or if Dorothy Peden thinks that any of them is likely to happen, Dorothy Peden can cancel or suspend her services straightaway and you must immediately pay all sums that you owe. The events are:
 1. The customer stops, or threatens to stop, paying their debts (this includes any failure to pay invoices on time)
 2. The customer is unable to pay their debts when they arise, or they are deemed to be unable to pay their debts under the Insolvency Act 1986
 3. The customer negotiates with any creditors who they owe money to reschedule their debts, or they enter into any arrangement or compromise with their creditors
 4. A petition is filed, a notice is given, a resolution is passed or an order is made for the customer to be wound up (except if that happens as part of the customer combining with another company whilst they are still solvent), or for their bankruptcy
 5. One or more of the customer's creditors or someone else they owe money to becomes entitled to appoint an administrative receiver or takes possession of any of the customer's assets, or any other legal action is taken against the customer's assets
 6. A court application or order is made for the appointment of an administrator over the customer and their affairs;
 7. The customer stops carrying on business, or threaten to do so;
 8. If the customer is an individual and dies or loses physical or mental capacity
 9. The customer has seriously breached their contract with Dorothy Peden.
23. The customer may end their contract with Dorothy Peden straightaway for the same events as in the previous clause.
24. In the event of a claim by a third party in connection with this project, the client will hold Dorothy Peden harmless and bear all liability.
25. Dorothy Peden's liability to the customer will be limited to the lesser of £2,000 or the value of any money paid by the customer to Dorothy Peden for services in the previous 90 days.
26. Dorothy Peden will not be responsible to the customer for any loss of profit or any consequential loss arising from the contract or a breach of it.
27. Nothing in this contract seeks to limit Dorothy Peden's responsibility for things that cannot be limited by law (e.g. death, personal injury, negligence or anything else we cannot exclude by law).
28. Neither of us will be liable to the other for failure or delay in carrying out this contract which is caused by an event beyond our reasonable control, which we could not have foreseen or which was unavoidable. This includes industrial disputes; energy, transport, telecommunications or IT failures; acts of God; war; terrorism; civil unrest; explosions; mechanical breakdown; natural disasters; deliberate damage; crime; or failures of suppliers or sub-contractors to do what they are supposed to do.
29. No third party has any rights under this contract.
30. The contract is our entire agreement. No previous statements or representations that Dorothy Peden has made to you form part of the contract unless they are written into it.
31. Changes to this contract may only be agreed in writing.
32. This is a legally binding contract and is governed by the law and courts of England and Wales.

Last updated: 19/08/2019.

Effective from: 19/08/2019.