

Terms & Conditions

These Terms & Conditions apply to all works produced by Fizz Farm Pty Ltd ACN 603 186 205 (**Fizz Farm**) for the Client and constitute the full Agreement when read in conjunction with any Quotation, Estimate Project Proposal or Project Timeline provided.

1. Quotations

Quotations provided by Fizz Farm to the Client will be valid for 30 days from the date of issue. Unless otherwise indicated, the quotations provided in the Project Proposal do not cover incidentals.

2. Acceptance of Project Proposal and payment

The Client must accept the Project Proposal in writing prior to the commencement of works. Acceptance of the Project Proposal by the Client will mark the commencement of this Agreement. Fizz Farm requires that the Client make payment of a 50% non-refundable commencement fee (**Commencement Fee**) upon acceptance of the Project Proposal. Fizz Farm will only start work after this Agreement is signed and the Commencement Fee is paid. The final payment is to be paid 14 days after hand over in accordance with clause 7 (**Final Fee**)

3. Cancellation of Works

The Client may cancel the project set out in the Project Proposal in writing prior to commencement of work by Fizz Farm. Fizz Farm will charge 25% of the Final Fee if the Client cancels the project within 48 hours of the scheduled start date. Fizz Farm will charge 40% of the Final Fee if the Client cancels the project within 24 hours of the scheduled start date.

4. Variation to the Project Proposal

The Project Proposal may be varied if agreed by both parties in writing and at the discretion of Fizz Farm provided that Fizz Farm may charge for works caused by the variation. Requests that require urgent work or work outside of ordinary hours may be charged at an hourly rate equalling 150% of Fizz Farm 's ordinary fee in addition to the Final Fee.

5. Termination & Third-Party Costs

Fizz Farm reserves the right to terminate this Agreement at any point in time by providing the Client with 14 days' written notice. If the project is terminated at any point prior to completion, Fizz Farm will retain the Commencement Fee in order to cover costs incurred up to that point. Where costs incurred exceeds this amount, Fizz Farm may request further payment from the Client. The Client will be deemed responsible for any third-party or out-of-pocket expenses incurred including after termination of this Agreement.

6. Hand Over & Review

Delivery of the items detailed under the Project Proposal will be made electronically upon completion or in accordance with agreed project timelines. All changes or revisions will be conducted at the discretion of Fizz Farm and will incur additional fees in addition to the Final Fee. Fizz Farm is not obliged to provide working files to the Client. The Client will receive the items detailed in the Project Proposal. Fizz Farm does not assign ownership of intellectual property of any works unless agreed in advance.

7. Circumstances beyond control

Fizz Farm will endeavour to produce the highest quality video footage or photographs within the estimated timeframes provided to the Client. Fizz Farm will not be responsible for circumstances beyond its control that effect the quality of footage or photos. Where such factors result in a requirement for additional shoot days, these additional services will be charged to the client.

8. Intellectual Property Rights and confidential information

Fizz Farm retains ownership of the copyright subsisting in all works produced for the Client. Upon receipt of the Final Fee, Fizz Farm grants the Client a non-exclusive, non-transferable licence to the copyright subsisting in the works. The licence does not include works produced but not approved by the Client. Such license does not grant the Client permission to alter, edit or amend accepted works Finalised files relevant to all approved works produced under the Project Proposal will be supplied to the Client upon completion.

The Client agrees not to disclose any confidential information created under or in respect of this this Agreement to any third-party, save as required by law or as instructed by Fizz Farm. All draft concepts and ideas communicated to the Client will be considered Confidential Information of Fizz Farm.

9. Self-Promotion by Fizz Farm

Under this Agreement the Client grants Fizz Farm the right to use and reproduce work produced under the Project Proposal for the purposes of promoting its skills and services except where the work is identified as confidential.

10. Overdue Accounts & Disputing of Invoices

Fizz Farm reserves the right to charge the Client interest at 15% per annum charged monthly on all amounts outstanding unless otherwise agreed in writing. Interest shall accrue monthly from the date payment was due, until the date payment is made. In the instance of default, the Client indemnifies Fizz Farm against all costs and disbursements incurred in pursuing the debt, including legal costs. Fizz Farm reserves the right to suspend or cancel works pending payment of amounts outstanding, and the Client indemnifies Fizz Farm against claims for all losses flowing from such suspension.

11. Client's Undertakings & Warranties

In accepting this Agreement, the Client undertakes and warrants that it is ultimately responsible for the use of approved works and limiting the use thereof to the objective and purpose defined by the Project Proposal. In doing so, the Client undertakes and warrants that the works will not be deemed contrary to law to any extent, including by ensuring that all intellectual property interests subsisting in any material provided to Fizz Farm is not infringing; have not, and will not infringe any intellectual property

right or be defamatory or breach the Australian Consumer Law. Use of the works produced under this Agreement is at the Client's own risk, including but not limited to publication and display.

The Client indemnifies Fizz Farm against any and all claims arising from use of material provided by or recommended by the Client; works produced under the Project Proposal; any actions taken by Fizz Farm under instruction from the Client and any actions taken by Fizz Farm otherwise approved by the Client.

12. Liability

Fizz Farm accepts no liability, to the fullest extent under law regarding any consequential loss, damage or injury arising, regardless of how it arises any punitive, additional or exemplary damages.

13. Jurisdiction and severance

This Agreement is governed by the laws of the State of Victoria. Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Agreement.

Signed for and on behalf of **Party Name** by its duly authorised representative in the presence of:

.....
Signature of witness

.....
Signature of representative

.....
Name of witness
(please print)

.....
Name of agent
(please print)