

	Terms & Conditions -Optional Footage Clips- Acting For Camera Course 8 Weeks Level 2- May 2023 Course Code 425
1	Definitions
1.1	The following terms and conditions are set out to help all parties be aware of and clear about the services provided for footage clips. For the purposes of this agreement Class Act Drama Centre is referred to as the centre and the student member ordering footage clips is referred to as the client. Sound recordings, video recordings, photography and digital files that create footage clips are referred to as material and footage. Footage clips refer to edited material created from course footage that has been obtained during shooting days-filming. Footage clips are not part of the course 'Acting For Camera Course 8 Weeks Level 2- May 2023 Course Code 425' they are an optional additional purchase that will be offered to participants, towards the end of the course and upon completion of shooting days-filming.
2	Optional Course Aspects & Associated Fees Course Code 425
1.2	Throughout the above physical course a short film project will be undertaken using royalty free course scripts and scenes. After completion there is an additional option to purchase clips of the short film project's footage. There is no obligation to purchase footage clips and only if tutors think that the quality and content of footage clips has resulted in a high enough standard to be offered as a purchase option. Footage clips will be available to order 28 days after a preview of the short film project has been released.
2.2	Large scale cinema presentations with invited guests are not currently part of this course, the short film project presentation will be screened online and password protected.
3.2	Purchase costs of footage clips are £75 per student (minimum 1 clip, maximum 4 clips, with individual clip duration no more than 2 minutes long)
3	Guarantees & Screenings
1.3	Footage clips are not a guaranteed part of any filming course offered by the centre. It is an additional option, offered to clients after a course has completed and a preview screening has taken place.
2.3	Footage clips can only be obtained by clients who have attended course 425
3.3	All shooting days-filming are pre- organised by teaching staff in negotiation with clients, towards the latter end of their course. Please see the document 'Terms & Conditions- Shooting Days-Filming Acting For Camera 8 Week- Level 2 May 2023 Course Code 425' for further information. Clients are asked to familiarise themselves with proposed shooting day schedules before booking the course to avoid disappointment.

4.3	Preview screenings of the short film project will be dated 28 days after the completion of shooting days- filming, see section 17 in the document ' Terms & Conditions-Shooting Days Filming Acting For Camera 8 Week- Level 2 May 2023 Course Code 425' for further information.
4	Pre-booking & Review
1.4	There is no obligation to purchase footage clips from the short film project.
2.4	Editors will not send raw unedited files of footage to clients under any circumstances.
3.4	Editors will not send edited footage clips to clients without full payment made in advance.
4.4	Opportunity to see a short password protected watermarked preview of the short film project will be made available, for private viewing online, so that clients can make a decision whether to purchase footage clips.
5.4	Recordings of the short film project preview is prohibited. Please see section 9 'Copyright' within this document for more details.
6.4	Editors will not accept a booking to begin work upon sourcing a client's footage clip requests until after the client has viewed preview footage.
7.4	The style, content and form of the short film project, will in essence replicate what is shown within the preview. No refunds will be given for footage clips after receipt, as it will be deemed, that by viewing the footage either via the online screening/preview or during the personal viewing appointment, that the client has accepted how the final product will look and by making a booking is agreeing that they are happy with its replication.
5	Payment & Booking Forms
1.5	Editors will not accept a booking to begin work upon footage clips until after the client has viewed preview footage.
2.5	Payment must be received in order for a booking form to be processed.
3.5	Editors will not accept any requests for footage clips without a completed booking form.
4.5	Booking forms can be found online or a hardcopy can be requested.
5.5	Once a booking form has been processed and payment made, there is a 28 day delivery time, before footage clips will be released.
6.5	If any account with the centre is in arrears, footage clips will not be processed until the time that those arrears have been settled. In such instances the 28 day delivery time will reset from the date of payment.

7.5	Payment is £75 for all footage clips of all scenes that were filmed as a part of the short film project. It is not chargeable per clip. A minimum of 1 clip to a maximum of 4 clips can be provided. Should a client wish to purchase less than 4 clips the same payment fee will be charged regardless of the amount of clips. Each clip approx 2 mins in duration and no more than 3mins.
6	Right to refuse
1.6	The centre reserves the right to not release preview footage in the event of provable abuse of our staff, theft of materials or the centre's intellectual property.
2.6	The centre reserves the right to not release preview footage in the event of outstanding arrears on a client's account with the centre.
7	Arrears & Debt Collection
1.7	The centre reserves the right to withhold payments made for footage clips against any debt upon account, until such time that the outstanding debt is paid.
2.7	The centre reserves the right to charge further interest and late payment fees on all overdue invoices as set out under the Late Payment of Commercial Debts (interest) Act, 1998 E & OE.
3.7	The centre will exercise its statutory right to claim interest and debt recovery costs under the late payment legislation if the centre are not paid outstanding arrears on accounts, including any tuition based fees.
4.7	The client shall be responsible for all collection or legal fees necessitated by late or default in payment. The centre reserves the right to withhold delivery and any granting or continuation of usage licence of any current work if invoices relating to course 425 including additional associated invoices are not paid in full. All grants to use the centre's copyright material under this agreement are conditional upon receipt of payment in full, which shall be inclusive of any and all outstanding additional costs and fees, charges or the costs of administration charges.
8	Consent
1.8	In order to participate in shooting days- filming ,all student members (actors) will be asked to sign a consent and release form at the very beginning of the course. The consent and release form is a standard requirement of all audio visual projects within the UK. We ask that all student members thoroughly read the form prior to signing. Release forms will be issued at the beginning of the course.
9	Copyright
1.9	The centre asserts its full rights as copyright owner of all materials that have been captured, processed and/or produced by the centre, whether or not such material forms part of a finished project. The copyright of all produced material is solely owned by the centre and protected under UK law.

2.9	Script content, script use and inclusion of logos and branding and copyright that can affect a client's footage clips can be found in section 11 of document 'Terms & Conditions -Acting For Camera 8 Week- Level 2 March 2023 Course Code 425' and in specific respect of logos section 4-3.4 in the document 'Terms & Conditions Optional Shooting Days-Filming- For Camera 8 Week- Level 2 March 2023 Course Code 425'
10	Licensing, Use & Exclusivity
1.10	The licence of use comes into effect from the date of delivery. The centre retains all rights to usage of footage captured during the production of the short film project and subsequent footage clips. As part of our service we will grant a time-unlimited license for use of that footage to the client subject to the following express condition, that the centre retains all copyright over any content they produce. A usage license grants the client permission to use the content in the state in which the centre provide it to the client. Permission is not granted to re-edit, copy or alter the content in any way, unless a re-edit statement is clearly displayed within the resulting edit which can be located in section 15-1.15 of this document.
2.10	The centre reserves the right to use the short film project, footage clips and related files, for the centres promotional purposes.
3.10	The centre assigns to the client a licence to use the delivered footage clips within a a showreel only. We do not give permission for any part of a footage clip to be used for broadcast, social media or any other purpose, unless this is expressly agreed in writing, for which a further fee for an extended license will be charged.
4.10	Provided that all monies due to the centre from the client have been received as cleared funds and all arrears settled and provided, the client is not in breach of anything contained in these Terms and Conditions, the client is granted a perpetual usage licence relating to footage clips being used in their delivered form, with its defined purpose.
5.10	Giving copies of footage clips to third parties, or other actors that featured in your footage clips will be considered as a breach of the licence and use agreement.
6.10	The centre retain the right to use any of our copyright material for any legal purpose, including its use within projects for other acting clients that feature within the same footage clips, unless the centre has granted an exclusive licence to either client in writing.
11	Delivery
1.11	Footage clips will be made available via a download link and provided in a ProRes422 format which is industry standard for film and tv.
2.11	Please allow 28 days for delivery.
12	Data Storage & Client confidentiality
1.12	All client's data stored by the centre will comply fully with the centre's Data Protection & GDPR policy
13	Playback issues & errors

1.13	If the client experiences any playback issues or error within their footage clips they must contact the centre immediately who will attempt to rectify the issue as quickly as possible.
14	Cancellation & Postponement
1.14	Please see section 16 within the 'Terms & Conditions - Shooting Days-Filming Acting For Camera 8 Week- Level 2 March 2023 Course Code 425' document for information regarding cancellation or postponement by either the centre or client in respect of shooting days-filming.
15	Right to a credit
1.15	The centre request that any secondary edit can only be used to insert full unedited footage clips into an actor's showreel. Footage that is found to have undertaken edits without permissions in place, will be classed as a breach of these terms and licensing will be revoked.
16	Editing
1.16	If a client requests a change to their footage in the form of an edit the client will be charged the current rate of £75 per hour of work. A no obligation quote for these changes will be provided by the centre prior to commencement.
2.16	Editing is undertaken by production staff and or student crew and requires time to produce a quality product. A quality product is important for the centre, the client and the editor's professional reputation.
3.16	The option to include a specific stage name will also be given at the time of booking.
4.16	The editors have artistic license during the creation of showreels from course footage.
17	Showreels from non-course footage
1.17	If a client wishes to create a showreel from non-course footage or the short film project, then package fee starts from £500. Should you require further details, please speak to a member of centre staff who will organise a quote for your requirements.
18	Loss of data
1.18	Every effort is taken to back up footage clips and digital files and back up strategies are employed. In the unlikely event that footage clip data is lost, then a full refund for the cost of purchasing footage clips will be refunded with no further liability. Course fees will not be refunded, as footage clips are an optional and additional component. The client may be offered the opportunity to film scenes again, as part of a consecutive course or future course filming sessions, alongside the next set of acting student members.
19	Liability
1.19	The centre accepts no responsibility, nor liability with regards to how or when a client uses their footage clips for employment.

2.19	The centre accepts no responsibility for delays in producing footage clips with regards to client's work prospects, whether the delay is caused by the client or the centre.
3.19	The centre accepts no responsibility, for any employment prospects of a client based upon an agent's request to see footage clips nor will the centre produce or release copies to an agent under any circumstances.
20	Marketing
1.20	The centre reserve the rights to use any footage clips and related files and materials from a client's short film project in the centre's showreel and for any other promotional purposes. The centre reserves the right to display parts of a client's footage clips online and via social media.
21	Courtesy
1.21	Although previous consent has been sought, out of respect for the centre's clients/actors, the centre will not publish footage clips upon their website or social media channels that a client is not fully happy with and will encourage only the best work to be uploaded. Should your work be chosen, you will be given the opportunity to express your preferences.
2.21	Although permissions have already been sought, it would be a professional courtesy to tell other actors, that feature in your footage clips where you may use their image online if they enquire.
22	Pricing
1.22	The centre reserves the right to increase prices for footage clips at the beginning of any term before a course and enrolment commences. The cost of creating footage clip files is not covered in any course fee and is an additional and optional purchase, with no obligation necessary.
	All Terms and Conditions stated within this document are deemed acceptable to the client upon receipt of a confirmed order with a booking form. This document shall be taken as an agreement between the client and the centre under UK Law.