

	Terms & Conditions -Optional Showreels- Acting For Camera Course 8 Weeks Level 1- Jan 2021 Course Code 345
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 showreels. For the purposes of this agreement Class Act Drama Centre is referred to as the centre and the student member ordering a showreel is referred to as the client. Sound recordings, video recordings, photography and digital files that create a showreel are referred to as material and footage. Showreels refer to edited material created from course footage that has been obtained during professional filming sessions. Neither showreels or professional filming sessions are part of the course 'Acting For Camera Course 8 Weeks Level 1- Jan 2022 Course Code 345' they are optional additional purchases that will be offered to participants of the named course towards the end of the course.
2	Optional Course Aspects & Associated Fees Course Code 345
1.2	Throughout the above physical course some rehearsals of scenes may be filmed, however in order to create a professional showreel from course scenes, additional professional filming hours will be offered to students to film royalty free course scripts and scenes. This is an additional option and not part of the course fee, there is no obligation to purchase professional filming sessions or to purchase a showreel. Students can opt to use footage filmed during class time as part of the showreel, only if tutors think that the quality and content results in a high enough standard to be included in a professional showreel. Showreel footage will be available to order 28 days after professional filming hours have finished and will be edited and produced on a first come first served basis. Students will ideally need between 2-4 different scenes for showreels to be viable and they will need to last 3-4 mins in length including credits, which is industry standard.
2.2	Due to uncertainty arising from lockdown restrictions large scale cinema showreel presentations with invited guests are not currently part of this course as they cannot be guaranteed.
3.2	Opportunity to see a short password protected watermarked preview of showreel footage will be made available for private viewing online before making a decision to purchase.
4.2	Purchase costs of showreel footage is £75 per student.
3	Guarantees & Screenings
1.3	Showreel material is 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	Showreel material can only be obtained by clients who have attended professional filming sessions.

3.3	All professional filming sessions are pre- organised by teaching staff in negotiation with clients towards the end of their course. Please see the document 'Terms & Conditions- Optional Professional Filming Hours Acting For Camera 8 Week- Level 1 Jan 2022 Course Code 345' for further information.
4.3	Preview screenings will be dated 28 days after the completion of any professional filming sessions, see section 17 document ' Terms & Conditions-Optional Professional Filming Hours Acting For Camera 8 Week- Level 1 Jan 2022 Course Code 345' for further information.
4	Pre-booking & Review
1.4	There is no obligation to purchase showreel material in the form of an edited showreel.
2.4	Editors will not send raw unedited files of footage to clients under any circumstances.
3.4	Editors will not send a full copy of the edited showreel to clients without full payment made in advance.
4.4	Opportunity to see a short password protected watermarked preview of showreel footage will be made available for private viewing online, so that clients can make a decision whether to purchase.
5.4	Recordings of preview footage 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 a client's showreel until after the client has viewed preview footage.
7.4	The style, content and form of showreel material will in essence replicate what is shown within the preview. No refunds will be given for showreels as it will be deemed that by viewing the footage at either the screening 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 a client's showreel 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 a showreel 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 showreels will be released.
6.5	If any account with the centre is in arrears, showreels 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 clips of all scenes that were filmed as a part of a course. It is not chargeable per clip. The average amount is 4 clips /4 scenes. Should a client miss a filming session and has not filmed all 4 scenes and wishes to purchase less than 4 clips the same payment fee will be charged regardless of the amount of clips.
6	Right to refuse
1.6	The centre reserve 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 reserve 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 showreels 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 345 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 professional filming sessions ,all student members will be asked to sign a consent and release form at the very beginning of the course. A copy of this document is clearly displayed on the centre's website policies' page. 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 enrolling upon 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 showreel can be found in section 11 of document 'Terms & Conditions -Acting For Camera 8 Week- Level 1 Jan 2022 Course Code 345' and in specific respect of logos section 4-3.4 in the document 'Terms & Conditions Optional Professional Filming Hours Acting For Camera 8 Week- Level 1 Jan 2022 Course Code 345'
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 any client's course footage and subsequent showreel. 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 the following 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 any footage and related files from any client's course footage in the centre's showreels and for other promotional purposes.
3.10	The centre assigns to the client a licence to use the delivered footage as a showreel only. We do not give permission for any material to be used for any other purpose unless this is expressly agreed in writing, for which a further fee 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 the showreel being used in its delivered form with its defined purpose.
5.10	Giving copies of showreels to third parties or other actors that featured in your showreel 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, unless the centre has granted an exclusive licence to either client in writing.
11	Delivery
1.11	Showreel footage 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 showreel footage 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 - Optional Professional Filming Hours Acting For Camera 8 Week- Level 1 Jan 2022 Course Code 345' document for information regarding cancellation or postponement by either the centre or client in respect to professional filming hours/sessions.
15	Right to a credit
1.15	The centre request that any secondary edit has the following disclaimer clearly displayed at the beginning of subsequent footage. 'This footage was originally filmed and edited for Class Act Drama Centre by Jeff Bateman & Alex Miles. I (your name) have since re-edited the footage". The client will be asked to agree to this term at the time of booking so that the correct crew members are properly credited and their professional reputation protected against any re-edit of poor quality. Secondary edit footage that is found, without such a disclaimer 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 showreel 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 requires time to produce a quality product. A quality product is important for the centre, the student member and the editor's professional reputation.
3.16	The option to request the non-inclusion of specific scenes will be given to the client at the time of booking.
4.16	The option to include a specific stage name will also be given at the time of booking.
5.16	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, the 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 and digital files and back up strategies are employed. In the unlikely event that showreel footage data is lost, then a full refund for the cost of the showreel will be refunded with no further liability. Course fees and professional filming session fees will not be refunded, as the showreel is an optional and additional component. The client will 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 showreel for employment.
2.19	The centre accepts no responsibility for delays in producing showreels 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 a showreel 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 and related files and materials from a client's course footage and showreel in the centre's showreel and for any other promotional purposes. The centre reserves the right to display parts of a client's showreel 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 scenes 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 at the time of ordering the showreel.
2.21	Although permissions have already been sought, it would be a professional courtesy to tell other actors that feature in your showreel where you may use their image online if they enquire.
22	Pricing
1.22	The centre reserves the right to increase prices for showreels at the beginning of any term before a course and enrolment commences. The cost of creating a showreel 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.