



## TERMS & CONDITIONS

### APPLICATION

These Terms and Conditions shall apply to the provision of Services by Bonjor Ltd. to their client.

In the event of conflict between these Terms and Conditions and any other terms and conditions of the client, the former shall prevail unless expressly otherwise agreed by Bonjor Ltd. in writing.

### 1 - DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

#### 1.1 "Business Day"

Means a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in anything other than GDP);

#### 1.2 "Client"

Means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) who purchases services from Bonjor Ltd.

#### 1.3 "Commencement Date"

Refers to the date on which the Client agrees to hire the services of Bonjor Ltd.

#### 1.4 "Services"

Means the services to be provided by Bonjor Ltd. to the client.

#### 1.5 "The Company"

Bonjor Ltd.

#### 1.6 "Address" / "Destination to start travel"

Bonjor Ltd.

257 Warsash Road, Southampton, SO31 9NY, United Kingdom.

#### 1.7 "Terms of Payment"

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bonjorfilm@gmail.com



Means the terms of payment of fees as set out in the Terms & Conditions and Estimate/ Quotation document.

#### 1.8 "Amendments"

Refers to any additional changes that Bonjor Ltd. have to make to a client's video on top of those already agreed upon in the original brief. Amendments will always come at an extra cost unless stated and agreed otherwise prior to the project's Commencement Date.

### 2 - THE SERVICES

#### 2.1

With effect from the Commencement Date Bonjor Ltd. shall provide the Services to the client as agreed in the project outline, subject to receipt of the payments detailed in the project quotation/ estimate.

#### 2.2

Bonjor Ltd. shall use all reasonable endeavours to complete its obligations within the agreed timelines. To facilitate this the client must provide all the materials and resources needed by Bonjor Ltd. to complete the work according to the deadlines in the project.

#### 2.3

However, should the project scope change and these changes be agreed in writing between Bonjor Ltd. and the client, a new project outline and quotation will be submitted.

#### 2.4

After the quotation has been agreed, we will begin chargeable work on the project. Cancellation of a project after commencement may incur a fee - please see section 4 below for details.

#### 2.5

Bonjor Ltd. reserves the right to withdraw any product or service at any time. In this case, we will make all reasonable attempts to offer the client other suitable products and services, either from Bonjor Ltd. itself or another organisation.

### 3 - PAYMENT

#### 3.1

All payments are to be made within 30 days of the date of the relevant invoice in pounds sterling (GBP) by bank transfer (Unless specified). Payments shall be made in the

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following agreed stages. Payments in other currencies must be agreed in writing prior to the project.

### 3.2

Staged payments to be charged to the client will be detailed in the project outline/quote/estimate document, and are accepted by accepting our quotation and commencing a project.

### 3.3

Bonjor Ltd. reserves the right to withdraw or suspend any services offered if payment is not received within 30 days of work being completed. A late-payment fee may also incur.

### 3.4

In the event of the project being delayed due to actions of the client such that it exceeds its deadline by 2 weeks, then the client will become liable for full payment of the project value at the time.

### 3.5

In the event of late payment by the client, Bonjor Ltd. will suspend all services and not be liable for any inconvenience or loss of business that this may cause the client. A late payment fee will incur of ten percent weekly until the account has been settled.

### 3.6

Expenses may be requested before project commences, particularly with international projects.

## 4 - VARIATION, AMENDMENTS AND CANCELLATION

### 4.1

If the client wishes to vary any details of the project they must notify Bonjor Ltd. in writing (email is acceptable) as soon as possible. Bonjor Ltd. shall endeavour to make any required changes – any additional costs thereby incurred shall be invoiced separately or invoiced as an addition to the final invoice, whichever is most suitable to Bonjor Ltd.

### 4.2

If the client wishes to cancel/rearrange a project, the following cancellation policy will be enforced.

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Notice is calculated based on the date of the first engagement day. Build days, travel days, recce days, pre-light days, shoot days, strike days and edit days, are all considered as an engagement day. All seven days of the week count for the notice period. For the purpose of calculating the number of days notice given, the day on which notice is given is included, but the engagement day is not. For the purpose of clarity a day is calculated on the standard 24hour clock.

> 8 or more days prior to the engagement: no cancellation fee applies

> 7–4 days prior to the engagement: 50% of the project fee

> 3–2 days prior to the engagement: 75% of the project fee

> On the day prior to or on the day of the engagement: 100% of the project fee

In the event of a cancellation, regardless of the notice period given, any costs incurred by Bonjor Ltd. relating to the project will be chargeable to the client.

## 4.3

If, due to circumstances beyond Bonjor Ltd. control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the client immediately.

## 4.4

Expenses are a guideline quote, and can vary depending on the job. Bonjor Ltd. will always make sure the brief is carried out, if this affects the quote Bonjor Ltd. will notify the client. In some cases of being on location or a limited timeframe, Bonjor Ltd. will also fulfill the brief over the budget, expenses to the value of £250 will not have to be authorised if Bonjor Ltd. feel it could jeopardise the final product dramatically without the additional expenditure.

## 4.5

Licensed audio that is used on edits but is then discarded will require full payment.

## 4.6

All audio rights need to be secured by the client, and Bonjor Ltd. takes no responsibility for arranging licensing, unless previously agreed otherwise.

## 5 - TERMINATION

Bonjor Ltd. may terminate the agreement immediately if:

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#### 5.1

The client is in breach of any of their obligations hereunder;

#### 5.2

The client has entered into liquidation (other than for the purposes of a bona fide amalgamation

or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of his undertakings or assets;

#### 5.3

The client has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;

#### 5.4

In the event of termination Bonjor Ltd. shall retain any sums already paid to it by the client.

### 6 - LIABILITY AND INTELLECTUAL PROPERTY

#### 6.1

Bonjor Ltd. Will not be held liable for any civil or criminal liability resulting from the unauthorised use of copyrighted material or registered trademarks. All clients must ensure that any text, stills, graphics, audio and moving image provided for use on their film/ website does not infringe any intellectual property rights.

#### 6.2

Bonjor Ltd. shall not be held liable for any damages resulting from loss of profits, revenue, contracts or any other direct loss resulting from any work provided by the company. Similarly Bonjor Ltd. shall not be held liable for any damages resulting from delay in service provision.

#### 6.3

Bonjor Ltd. gives the client all rights to full edited video upon completion. Bonjor Ltd. will hold the rights for all original material unless stated otherwise.



6.4

Bonjor Ltd. may use all the footage captured as promotional and marketing material for itself unless by prior agreement with the client.

6.5

Bonjor Ltd. will add its own accreditation to any work produced on any format unless by prior agreement with the client.

## 7 - FORCE MAJEURE

Neither the client nor Bonjor Ltd. shall be liable for any failure or delay in performing their obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

## 8 - SEVERANCE

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.