

## 1. Definitions

**1.1 iMake Media** means iMake Media Limited (Company Number 8137113) its successors, assigns or any person or entity acting on behalf.

**1.2 Client** means any individual who acquires iMake Media services for personal, domestic or commercial use.

**1.3 Customer** means any person requiring services from iMake Media.

**1.4 Agreed Fee** means the fees estimated by iMake Media in any quotations once accepted by the customer.

**1.5 Materials** refers to any goods required by iMake Media to complete the services required. Photographs, videos, films, footage, props, content and equipment.

**1.6 Raw Footage** refers to footage taken by iMake Media as part of provision of these services.

**1.7 Services** means and video, photo, graphic designs or post production services provided by iMake Media.

## 2. Interpretations

**2.1** Headings do not affect the meaning of this agreement and are for ease of reference only.

**2.5** Plural includes the singular and vice versa and words importing gender include other genders. Other Grammatical forms or defined words or expressions have corresponding meanings:

**2.3** Any references made to clauses, paragraphs or schedules are references made to ones within this agreement.

**2.4** A reference to \$ or NZD or \$NZD is a reference to New Zealand Dollars.

**2.5** Reference to time or date with respect to an obligation is reference to time or date within NZST (New Zealand Standard Time) or NZDT (New Zealand Daylight Time - during daylight savings)

**2.6** Reference to a party includes administrators, executors, successors and permitted assigns;

**2.7** Any reference to writing includes emails, social media messages, text messages, printing, lithography, photography and any other method of reproducing words or figures, symbols in a permanent and visible form to communicate.

**2.1** A reference to a person includes any natural person, body corporate, partnership, trust, association or any governmental administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporations or instrumentality or other entity

## 3. Applications

**3.1** These terms and conditions apply to all transactions, contracts, agreements and arrangements entered into by iMake Media with any customer in relation to the provision of services by iMake Media.

**3.2** All work carried out by iMake Media is on the basis that the customer has agreed to these terms and conditions.

**3.3** All terms and conditions shall apply to the supply of services by iMake Media to the Customer.

**3.4** All orders, however, made are accepted upon these Terms and Conditions incorporated or referred to by the customer in writing orally or otherwise or upon acceptance of the quote.

**3.5** It is agreed that no changes, variations or alteration of this agreement are effective unless in writing and signed duly by unauthorized signatory of each party.

## 4. Consumer Contract

**4.1** These conditions do not affect the laws in force in the place in which the contract is made prior to the contract.

## 5. Quotations

**5.1** Quotations are priced on a job by job basis, specific to the type of work to be carried out, equipment required, time and experience. One round of customer changes and or revisions is included in each quotation unless otherwise specified on quote. Requests for additional changes after one round will incur a fee to be quoted and agreed upon.

**5.2** If the customer requires significant changes or revisions to the scope of work included in the quotation and instructs iMake Media to do so, then iMake Media shall be entitled to charge additional Agree Fee based in further quotes.

**5.3** Quotations can change at any time by the discretion of iMake Media.

## 6. Cancellations

**6.1** If the customer has engaged iMake Media to provide a service on a specified date, the customer must notify iMake Media through email services (during normal business hours) that the customer does not require the Services to be provided on that date ( the cancellation )

**6.2** If the notification of the cancellation is provided outside of normal business hours, it is deemed to have been received the following business day.

**6.3** If the cancellation is made more than 48 hours prior to the day on which iMake Media has been engaged to provide the services, the customer must reimburse iMake Media for any expenses incurred by iMake Media in preparation for the provision of services.

**6.4** If the cancellation was made within 48-24 hours prior to the day on which iMake Media has been engaged to provide services, the customer must pay 25% of the total agreed fee. If the cancellation was made within 24 hours of the time at which iMake Media has been engaged to provide the services, the customer must pay 50% of the Agreed Fee.

**6.5** If the cancellation is made while iMake Media are providing the services to the customer, the customer must pay the agreed fee in full.

**6.6** Any amount payable pursuant to clauses 6.3, 6.4,6.5,6.6 must be paid by the customer within 7 days of the cancellation. iMake Media have the authority to cancel any contract at any time at the discretion of iMake Media.

## 7. Payment

**The customer will pay to iMake Media the agreed fee in the following manner:**

**7.1** A watermarked, lower resolution copy of the product / video will be sent for the client to review once completed. Once approved, an invoice will be sent and once payment is received, the customer will have access to full resolution copy of final product / video via google drive link to download.

**7.2** The balance will be payable within 7 days of the date of any interim or final invoices submitted in relation of the services and

**7.3** iMake media will refrain from commencing any pre-production activities until the deposit has been paid. 40% Deposit fee applies to non-real-estate based clients only. For real estate clients, they will have payment made in full within 7 days of the handover of finished product. Subscription based payments will be billed each month and due 7 days after.

**7.4** If any iMake Media invoice or part thereof is not paid within the 7 days of the date of the invoice, a reminder will be sent. Should the missed payment lapse 14 days then the customer agrees that interest will accrue on the outstanding amount at the rate specified in section 2 of penalty interest rates act.

**7.5** If the customer fails to pay for the services in accordance with these terms and conditions

**a.** Customer becomes bankrupt or insolvent:

**b.** Have a receiver, administrator or liquidator appointed over any customers asset's: or

**c.** Dissolve your company; then iMake Media may at our absolute discretion cancel any current service and terminate the contract and take proceedings against the Customer to recover any overdue amount including costs in relation to any legal action taken against the customer by iMake Media.

## 8. Variations

**8.1** iMake media will provide the client with a draft copy of the finished product. The client has one round of revisions or changes included in their scope but must notify iMake Media of all changes within 7 days of receipt of product in writing via Email only.

**8.2** Upon receipt of changes notification to iMake Media, iMake Media will acknowledge these and begin making changes within the next 7 days. Should the client request changes after the initial request and acknowledgment for changes, these will be deemed as additional and will incur charges.

**8.3** Once the changes have been made, iMake Media will provide the customer with the final copy to review and confirm the proposed changes have been correctly applied to the product. No new changes or variations can be requested unless the client agrees to the fees associated with additional changes as quoted by iMake Media in each instance.

**8.4** Any errors in the draft final copy, as a result of iMake Media, must be in writing via email to iMake Media within 7 days and will be rectified without charge.

**8.5** Once the 7 days of both copy and final copy have been lapsed, iMake Media can refuse to make any further changes to the product

**8.6** Changes can be refused, withheld or increased at the discretion of iMake Media Media.

## 9. Permissions & Venue Location Fees

**9.1** iMake media is not responsible for any consent or permissions or to pay any fees required to film at a particular location, venue or event whether private or public. The responsibility falls solely on the client to ensure the above is carried out prior to date of filming.

### 9.2 Artistic License

**a.** iMake Media reserve the right to use artistic expression and interpretation during the editing process of an event and the production of finished works.

**b.** Re-Editing of commissioned works is offered as an optional extra by prior arrangement

**c.** A quotation for re-editing will be provided on request by the client by iMake Media. (See clause 8 on Variations)

### 9.3 Customers Materials

**a.** Any and all materials are used and stored by iMake Media solely at the customers risk and iMake Media is under no obligation to insure any Materials

**b.** iMake Media, its employees, officers, contractors or sub contractors are not liable for any loss, damage, destruction of the materials other than loss caused by their negligence and any liability of such loss will be limited to replacement of such materials or reimbursement of monetary value. iMake Media will not be liable for loss of materials as an outcome of any actions taken by a person not employed, associated or engaged by iMake Media even though this person was present during activities associated with the performance of services and the customer must retain a master copy of each and every recording delivered to iMake Media for the purposes of the contract.

### 9.4 Customer Acknowledgments

**a.** The customer acknowledges that iMake Media have a lien on any materials used or created,

**b.** No copyright or title in the services produced, manufactured or provided by iMake Media will be transferred to the client until the customer pays all amounts due to iMake Media in full.

**c.** The Customer acknowledges and agrees that upon full payment of amount owed to iMake Media, the client has the right to all finished products

- c. The Customer acknowledges and agrees that upon full payment of amount owed to iMake Media, the client has the right to all finished products but has no entitlement to the working files of iMake Media.
- d. The customer acknowledges that the finished work expresses solely the views and opinions of the customer and in no way reflective of the opinions and views of iMake Media, it's employees or subcontractors.

## 10. Customer Responsibilities

**10.1** The customer is required to obtain all necessary permissions and authorities in respect to the use of any materials, venues, locations or people used in the customers video or photo's.

**10.2** The customer indemnifies and holds iMake Media harmless from any claims or legal actions related to the content of the customers videos.

**10.3** iMake Media reserve the right to discretion on when and where videos and images will be taken during the course of the event but will make every effort to comply with the customers requirements.

## 11. Sub-Contracting

**11.1** iMake Media reserve the right to sub-contract any part of the services that iMake Media has agreed to perform for the customer as it see's fit.

**11.2** The customer acknowledges that any contractor or sub-contractor engaged by iMake Media has their own private contracts with iMake Media and will not discuss any terms of these contracts associated with the services carried out for the client.

## 12. Recorded Material

### 12.1

a. Any raw footage, video files, audio files, images and edited video files including all copyright remain the property of iMake Media. iMake Media is not obliged to send any raw files to the Customer. If The Customer requires raw footage, it can be obtained for a handover fee of **\$250.00 plus GST**.

b. Any copyright associated materials used within the production remain the property of the author or legal entity owning the copyright.

c. Raw footage belongs to the sole ownership of iMake Media and is not intended for client viewing, nor will it be supplied as part of the finished package.

### 12.2 Provisions for ownership

a. iMake Media reserves the right to use edited or unedited footage produced pursuant to these terms and conditions for any promotional or commercial purposes unless a request for an alternative arrangement has been made with iMake Media and the customer.

b. The copyright of such files will belong exclusively to iMake Media

c. iMake Media may display any copyright or intellectual property notice, or watermark on any products and the customer must not remove, obscure or alter any of the copyright or intellectual property notices.

## 12.3 Disposal

a. Raw footage, video files, audio files and any edited videos, images or outcomes as a result of the services provided will be kept for up to 3 months only and will then be disposed of, deleted or erased.

b. If at the end of 3 months, payment is still due for the services provided by iMake Media, iMake Media reserve the right to delete and dispose of all files associated with the project.

c. The customer acknowledges that iMake Media is not liable for the storage of any product produced as a result of the services provided by iMake Media for the customer. The customer must download and correctly store files themselves for future use.

## 13. Equipment failure or illness of iMake Media Employees and Contractors

**13.1** Whilst iMake Media will take all reasonable care and preparation to ensure photography, videography and editing proceeds as provisioned, iMake Media will not be liable for any compensation except for return of any deposit paid to iMake Media in the instance that an equipment failure occurs of any equipment required to complete the services by which iMake Media has been engaged; or any illness of the operators employed or engaged by iMake Media or because of any unforeseen event which results in iMake Media inability to complete the services required.

## 14. Right of termination or refusal

**14.1** iMake media reserve the right to refuse or terminate the provision of services if:

a. Any persons employed by iMake Media or contracted is placed in a position where there is an actual or apparent risk to that any equipment or people may be harmed or damaged.

**14.2** if iMake Media refuse or terminate the provision of services due to Clause 14.1 then the deposit paid by the customer is non-refundable.

**14.3** Should any of the circumstances outline in clause 14.1 occur, iMake Media reserve the right to seek compensation from the customer for any damages or losses suffered as a result.

## 15. Legal Costs

**15.1** The customer will be held liable for any legal charges or fees incurred to iMake Media in the recovery of unpaid invoices on an indemnity basis.

## 16. GST

**16.1** "GST" Means goods and services tax as defined in the goods and services tax act 1985.

**16.2** Unless otherwise stated, all prices of other sums payable or considered to be provided or in accordance with these terms and conditions are exclusive of GST.