**Terms & Conditions**

GENERAL TERMS OF BUSINESS

STUDIO BOOKINGS:
Galleon Studios is owned and operated by Galleon Productions Ltd. You can make a pencil booking at any time. A pencil booking is unconfirmed and will be superseded by a confirmed booking where a deposit has been received. A non refundable deposit of £200+vat is required to secure any booking and is payable to Galleon Productions Ltd prior to any hire. Bookings will only be fully confirmed once payment has been received. This deposit must be paid at least 7 days before the commencement of a hire.

CANCELLATION POLICY – FEES AND CHARGES:
A 50% cancellation fee for the studio is enforced between 96-72 hours before commencement of any booking. A full cancellation fee for studios and crew is enforced within 72 hours of the commencement of any booking. The fees shall not be reduced on account of the client’s failure to use the studio for any or all of the period of the booking and/or the client’s cancellation of the booking or any part thereof after the cancellation period.

All of our advertised or quoted rates are exclusive of VAT @ 20%.

CLIENT RESPONSIBILITY:
By making a booking the client hereby acknowledges that the Client or their representatives shall be responsible for ensuring the suitability of the studio for the client’s purpose, that the client’s equipment shall be compatible with the studio to a good working order and any problem or damage caused by use of clients own equipment will be the entire fault of the Client and subject to any charges. It is a condition of accepting any studio booking that the person making the booking will be held liable for payment of any invoice relating to the booking whether or not they nominate a third party to be invoiced.

BREAKDOWN:
In the event of studio breakdown or equipment failure Galleon Studios will aim to either replace equipment to which the client was entitled by the terms hereof and which have been lost as a result of such equipment failure or credit or refund to the client the booking fee in respect of the booking and shall have no liability or obligation to the client beyond these remedies.

THEFT / DAMAGES:
The client will be liable for any damages or any theft that occurred or that can be attributed to the client before, during or after the period of your session. At no time will Galleon Productions Ltd, the company’s staff or Directors be held responsible for the theft, loss or damage of any of the Clients equipment and personal belongings during or after the hire period.

PROMOTION:
At no time shall any Client have the right to use or authorise the use of Galleon Productions Ltd, or any other professional name or likeness for any commercial tie-ups, merchandising, direct or indirect endorsement of any products or services or otherwise without the prior written consent. of Galleon Productions Ltd

Terms of this policy are specifically accepted by the Client unless they are waived by the Galleon Productions Ltd. Such waiver shall be effective only with the prior written consent of Galleon Productions Ltd.

EXTENDED TERMS – Hire of Production Crew for End-to-end completion of a project

1. Unless agreed otherwise in writing, 50% of the invoice as a deposit must be paid after terms of contract are agreed and at least 14 days prior to commencement of work. The remaining 50% shall be payable on completion of the video or multimedia project. In relation to specific contracts, these figures or terms may be varied as set out in the respective contract.
2. For invoices over £2000 sterling Galleon Productions Ltd. will issue an invoice for payment as each sum becomes due, to be paid within 21 days of the date of that invoice.
3. For invoices under £2000 sterling Galleon Productions Ltd may require payment upon completion of transfer of goods or services to the purchaser.
4. Galleon Productions’s fees shall be exclusive of disbursements and expense items related to the agreed programme such as messenger services, postage, overseas telephone charges, colour photocopying, photography and prints, disk or tape duplications, creation of audio and video streaming files, travel accommodation, subsistence, fax charges and similar items which will be invoiced to the client on the relevant project, or separately as necessary.
5. If payment is not received within 30 days of the invoice date, Galleon Productions Ltd. will automatically charge interest at a rate of 8% per annum, which will be added to the customer’s account.
6. Payment may be made by bank transfer only.
7. All payments must be made to Galleon Productions Ltd.
8. The customer’s requirements must be clearly provided to Galleon Productions Ltd. in writing before commencement of work and subject only to one set of minor alterations thereafter.
9. Major alterations to a project, not agreed prior to the commencement of work, must be made subject to a further written agreement.
10. A video programme will only be publicly released by Galleon Productions Ltd. once the customer approves all content as complete and satisfactory and confirms this in writing.
11. A customer may terminate the contract at any time by written notice of termination.
12. When a customer terminates the contract, they will remain liable to pay in full for all work previously undertaken and in progress by Galleon Productions Ltd. unless any other written agreement is reached in advance.
13. Any monies (excluding the deposit) held on account and unused will be returned subject to a 20% administration charge.
14. Any monies paid in error to Galleon Productions will be returned subject to a 20% administration charge.
15. Galleon Productions Ltd. reserves the right to refuse to use, publish or broadcast any information it considers obscene or morally unsuitable or which would breach copyrights, or which is libellous, defamatory or illegal.
16. Should such a submission occur, the customer will be advised which information was deemed unsuitable, and requested to amend the information. If the customer can show good reason to use the “unsuitable” information, its inclusion may be considered.
17. Galleon Productions Ltd. cannot be held liable for loss or damage caused as a result of third-party action or failure.
18. The client shall provide appropriate security arrangements for any filming outside of the United Kingdom for which Galleon Productions provides crew or equipment and such arrangements shall be notified to Galleon Productions in writing in advance of travel to that jurisdiction.
19. Galleon Productions Ltd. cannot be held liable to any party for any errors on any medium after the customer has agreed in writing that the content is correct and accurate and should be posted, published or broadcast.
20. Customer contracts may be modified by agreement in writing at any time to add or delete services to better fit the customer’s needs.
21. If a project requires additional content this is, in effect, a contract change. An amendment will be made to the original contract and, once approved, becomes contractually binding.
22. E-mail correspondence shall be sufficient to prove changes to agreements for the form and content of programs.
23. Galleon Productions Ltd. will not commence work on any project until a signed purchase order or equivalent signed document has been provided by the client.
24. In consideration of, and subject to, the final payment of full fees due to Galleon Productions Ltd by the customer, Galleon Productions Ltd hereby assigns to the customer with full title guarantee all the present and future copyright and other intellectual property rights howsoever arising in the content.
25. Any confidential or proprietary information which is acquired by Galleon Productions Ltd. from a client company, person or entity will not be used or disclosed to any person or entity, except when required to do so by law. If required, Galleon Productions Ltd. will sign and adhere to the conditions of any Confidentiality Agreement used by the client.
26. Any contract requiring Galleon Productions Ltd. to work to specific deadlines provided within the written agreement will be deemed to include a proviso that the clients will make themselves reasonably available to communicate with Galleon Productions Ltd., its servants or agents, as necessary.
27. Galleon Productions Ltd. office hours are 8.00 a.m. to 6 p.m. Monday to Friday unless notified otherwise.
28. Any claims must be made in writing to Galleon Productions Ltd. within 7 days of receipt of goods. If no claim is made within this period the client is deemed to have accepted the goods at the agreed price.
29. Should the customer have cause to make any complaint about service or programmes the complaint, if put in writing, will be acknowledged by Galleon Productions Ltd within 14 days and a detailed reply will be issued to the customer within a further 28 days thereafter. In cases of complaint, all relevant work together with invoice and original materials should be returned to Galleon Productions.
30. Galleon Productions Ltd shall be under no liability if unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by suppliers or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency, the client may, by written notice to Galleon Productions, elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.
31. Galleon Productions failure to enforce any provision of these Terms and Conditions of Use shall not be deemed a waiver of that or any other provision of these Terms and Conditions.

Terms of this policy are specifically accepted by the Client unless they are waived by the Galleon Studios Ltd. Such waiver shall be effective only with the prior written consent of Galleon Studios Ltd.