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Terms and Conditions

By engaging in a production, unless there is a prior agreement in writing, it is understood that you agree to the following:

1. Scope of work:

The client's requirements must be clearly provided to Fluxus Productions Ltd. at the time of briefing and before commencement of work. Any quotation will be based on these requirements and deliverables.

Any subsequent changes to client's requirements after approval of production quote must also be provided in writing and then approved by Fluxus Productions Ltd. and these may incur further cost.

Once version 1 of the video is delivered, the client is granted two Amends rounds consisting of two batches of collated Amends, unless otherwise agreed. All Amends must be collated by a single client contact person, unless agreed in advance. The client should advise in advance of the correct procedure should there be contradictory Amends requests. All Amends to be submitted to Fluxus Productions Ltd. by an agreed deadline, unless agreed in advance.

Fluxus Productions Ltd. will also complete the shoot to the best of its ability within environmental and budget constraints.

2. Deposit and payment:

Fluxus Productions Ltd. has no responsibility to begin preparation for shoots prior to receiving proper pre-production payment, as outlined below:

For jobs that cost HK\$10,000 or less, full upfront payment is required. For larger budgets, Fluxus Productions Ltd. expects payment of the first 60% of the production budget at least 7 days prior to first shoot day, to allow time to confirm all bookings unless agreed in advance. The deposit is a non-refundable payment. The remainder (40%) is payable within 14 days of delivery of the finished content. Overdue accounts are subject to an interest charge of 5% per month, in the absence of prior written agreement.

For camerawork-only jobs where only camera footage is to be delivered to the client, full payment is required 5 days prior to shooting unless otherwise agreed. Crew cannot be confirmed until payment is received. This is non-refundable.

Payment should be by bank transfer or cheque in HK dollars unless agreed prior to production. All cheques must be made payable to Fluxus Productions Ltd. Any and ALL bank charges (including payee side) must be paid by the client.

3. Copyright and Reproductions:

On delivery of final approved media, copyright of the media will be transferred to the client. However, Fluxus Productions Ltd. shall own the copyright in all raw media (video, sound, graphics and images) created. An additional fee will be charged if the client requires transfer of the copyrights of these media. Fluxus Productions Ltd. reserves the right to use any approved footage for its own promotional purposes.

In the instance that the finished product contains third party materials, Fluxus Productions Ltd. will clear usage of those materials for use in the medium/media outlined in the production quote. Fluxus Productions Ltd. cannot be held in any way responsible for royalty claims arising out of usage of these materials.

It is the responsibility of the client to ensure clearance is gained to use any materials, such as video or stills photos, provided by the client to Fluxus Productions Ltd. in the course of the production.

Any confidential or proprietary information which is acquired by Fluxus 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, Fluxus Productions Ltd. will sign and adhere to the conditions of a confidentiality agreement provided by the client

4. Failure to Perform:

Any contract requiring Fluxus 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 Fluxus Productions Ltd.. If Fluxus Productions Ltd. deem them not to have been so, then Fluxus productions Ltd. cannot be held responsible for failing to meet a deadline.

In the instance where a client makes themselves unavailable, for a period of 6 months, to progress the production, then the client will be deemed to have terminated the project unless there is a written agreement reached in advance. The client will remain liable to pay in full for all work previously undertaken and in progress by Fluxus Productions Ltd.. All payments already received will be forfeited and non-refundable.

If a client terminates the project at any time, they will remain liable to pay in full for all work previously undertaken and in progress by Fluxus Productions unless a written agreement is reached in advance. Termination on or before shoot day will result in forfeit of deposit. Termination once editing and post-production has commenced will, in most cases, make client liable to full payment of the order.

If Fluxus Productions Ltd. cannot perform any Agreement due to a fire or other casualty, strike, or other causes beyond the control of the parties, or due to illness of employees, then Fluxus Productions Ltd. shall return the deposit to the Client but shall have no further liability with respect to the Agreement. This limitation on liability shall also apply in the event that audio and video materials are damaged in processing, lost through camera malfunction, or otherwise lost or damaged without fault on the part of Fluxus Productions Ltd.. In the event Fluxus Productions Ltd. fails to perform for any other reason, Fluxus Productions Ltd. shall not be liable for any amount in excess of the retail value of the Client's order.

5. Miscellany:

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of any subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the Hong Kong Special Administrative Region.

The parties have read and acknowledged all parts of this agreement and acknowledged the receipt of a full copy of this agreement.

Each person signing as Client shall be fully responsible for ensuring that full payment is made pursuant to the terms of this Agreement.