

Upon booking, a non-refundable deposit of 20% of the quote may be required

1. The full balance is due upon receipt of invoice. We do not release any production, until full payment is received. Non payment after 30 days will incur a penalty payment of 15% of the fee.
2. Cancellation - Within one week of booking by email or PO - 50% of the agreed fee. On day prior to booking 70%, on day of booking 100%
3. It is the responsibility of the client to obtain and pay for any permission to film.
4. Pinktomato will take care of any photographs or other material supplied by the client, but cannot be held responsible for loss or damage caused by circumstances beyond our control.
5. In the event of equipment failure Pinktomato Ltd shall not be liable for any compensation other than to refund the amount paid. Pinktomato Ltd are not accountable for any unforeseen problems that may occur on the way to the venues.
7. While all care, skill and diligence is employed during filming it is understood that the event of any unforeseen circumstances causing loss of video or recording, liability will be limited to a full refund of any fees paid.
8. Any stock footage or music is not included in the price and is charged additional
9. Expenses at 45p per mile per vehicle, Parking, Congestion charges and crew meal are chargeable after the event
10. Normal working hours are 9-5PM (8 hour day) with 1 hour travel each side - Additional hours are charged at our hourly rate +50% per crew member
11. Bookings can be made via email or a PO. Once either are received the client is automatically deemed have agreed to these terms and conditions
12. Pinktomato have Public Liability Insurance - However should equipment be damaged on a shoot by a client then this is not covered and Pinktomato would look to recover these costs
13. We are not insured for underwater or aerial work. If this is required additional premiums are required.
14. The Copyright of all material that has been captured by Pinktomato is solely owned by Pinktomato and protected under UK Law. Upon completion and cleared funds, we will, transfer the Copyright Ownership to the Client. We reserves the right to use the footage / material; / media, either in sections or in it's entirety, for promotional purposes unless previously withheld.
15. At all times Pinktomato advises and recommends its Clients to use and enforce Performers Release Forms. No discounts or liability will be accepted by Pinktomato if the production must be re-edited due to a Performer refusing permission to show their image or use their audio in whatever form
16. In all instances Pinktomato will reserve the right to remove any of it's personnel and / or equipment from a location if it is deemed unsafe or if they are subjected to abusive or aggressive behavior. In this instance the Client will be liable for any costs incurred as a result of this. Pinktomato will observe the Client's site safety rules at all times and will liaise with the Health and Safety Manager if deemed necessary.
17. In the event of inclement weather, Pinktomato reserves the right to change the date of filming to a more suitable day. Pinktomato will not allow the safety of the equipment or personnel to be compromised.

18. In the event of filming being delayed or aborted due to a lack of organisation from the Client, Pinktomato reserves the right to charge the relevant day's filming costs. A re-visit to site to carry out further works will incur additional cost.

19. In the event of the Client wishing to change the filming date we insist on a minimum of 4 weeks notice. Failure to comply will result in the Client becoming 100% liable for all costs incurred. Note this is costs - And does not imply the full cost for the job - For example if we had to hire in additional equipment then this would be charged.

20. All Terms and Conditions stated within this document override any Terms and Conditions from the Client

These terms and conditions of business and the contract between parties shall be construed and applied in accordance with the Law of England and shall be subject only to the jurisdiction of the English courts.