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www.danceflix.co.uk

TERMS AND CONDITIONS

FULL TERMS AND CONDITIONS (Updated Feb 2022)

Dance Flix Ltd will be referred to throughout this document as 'Dance Flix', 'The Company', 'We' and 'Dance Flix Ltd'. The Customer(s) will be referred to throughout this document as 'The Customer(s)', 'They', 'Dance School', and 'You'.

1. General Information

- (A) Dance Flix will provide services to the Customer(s), providing the Customer(s) have/has assessed all the risks that may occur. Dance Flix carry five million pounds public liability insurance, and fifty thousand pounds professional indemnity insurance. Full insurance details are available on request.

2. Bookings

- (A) Bookings for Dance Flix to film the Customer(s) show(s) can only be made through the Dance Flix website (www.danceflix.co.uk).
- (B) Available dates and times are shown in the online calendar on the 'Book Now' page on the Dance Flix website. Dates and times are booked on a first come first served basis.
- (C) Dance Flix Ltd take no responsibility if a date and time is not available due to double bookings, technical faults with the website booking system, or any other legitimate reason for a date and time to no longer be available.
- (D) The Customer(s) must accept that all bookings are not confirmed until they receive a confirmation e-mail with all of the booking details in, including the name of the camera operator for that booking.
- (E) Dance Flix will assume all booking details the Customer(s) provides are correct, and take no responsibility if they are not, which may result in the show not being filmed.
- (F) The Customer(s) agrees to notify Dance Flix of any changes about the Dance Show booking immediately, as this may affect the booking.
- (G) If the Dance Show filming date has to be changed, Dance Flix cannot guarantee the new filming date will be available and the Customer(s) may incur a cancellation fee as detailed in 2(H).
- (H) Organised events sometimes need to be cancelled. We strongly recommend that comprehensive insurance is taken out to protect the Customer(s) from costs if they need to cancel. If a booked Dance Show is cancelled for any reason less than 30 days before the show filming date, the Customer(s) will be charged a £195.00 cancellation fee to cover admin costs. This cancellation fee must be paid in full within 14 days of the Dance School receiving the cancellation fee invoice from Dance Flix Ltd.

3. Our Child Protection Policy

- (A) All Dance Flix camera operators have a DBS certificate to ensure the Customer(s) are well protected. Full details available on request.
- (B) Once a show has been filmed, the show footage and media is transferred and stored on password protected hard drives, in a locked office. Any back-ups of media are always stored on password protected hard drives.
- (C) Permission and full consent to film the Dance Show, all students, staff, audience members, and anyone else who may appear in the show or venue, must be obtained by the Dance School before the show filming date. This consent must also cover any interviews, rehearsals, backstage and any other footage that may be filmed in accordance with the Dance School's requests.
- (D) Show footage may be used in promotional materials created and used by Dance Flix Ltd for marketing purposes, including but not limited to trailers, showreels, previews and full show examples. By agreeing

to these terms and this document, authorisation to use footage in such promotional materials is granted by the Dance School.

- (E) Dance Flix will never keep show footage for any longer than is absolutely necessary. Once a show is edited and approved by a Dance School, all unused footage is deleted immediately and only the edited master is kept. Dance Flix will never misuse any show footage.
- (F) All of our show DVDs, Blu-Rays, Digital downloads (and any other format the show maybe produced as) are duplicated and printed using a third party printing company who may have their own Privacy Policy and Terms and Conditions. Dance Flix Ltd will take no responsibility for any data breaches that may occur when using such third party printing companies, and information about which companies we use to print the products is available upon request.
- (G) All of our show Digital Downloads (and any other format the show maybe produced as) are uploaded to, and authored, using a third party platform who may have their own Privacy Policy and Terms and Conditions. Dance Flix Ltd will take no responsibility for any data breaches that may occur when using this, or any other, platform. More information about the platforms used is available on request.
- (H) All of our Dance Show productions are covered by the Copyright, Designs and Patents Act 1998 and we reserve the right to take legal action against any copyright infringement.
- (I) Please refer to paragraph 6. for details regarding the safeguarding of our online sales of our Dance Shows via our website.

4. The Filming

- (A) Any variations in the times, dates, or to the planned event (Dance Show) that may impact on the contract should be communicated to Dance Flix as soon as possible.
- (B) The Customer(s) must obtain permission to film the Dance Show inside the venue and the Customer(s) is also responsible for any fees levied at the venue.
- (C) The Customer(s) must also seek permission from any other venue where filming will be required.
- (D) Arrangements should be made for all venues to be accessible by Dance Flix at least one hour before the time of each event; this is to be arranged by the Customer(s).
- (E) Dance Flix make use of highly trained contracted camera operators. We take every step we can to assure they have all of the correct information about the Dance Show they are filming, but take no responsibility of if they do not turn up on the correct day or at the correct time. Wherever possible, we will always try to arrange another camera operator to film the show, if time allows.
- (F) Filming of the show will be as the cameraman's professional expertise determines and no one scene will be determined more important than another. While every effort will be made to get the cameras in the best position to film the event, this may not always be possible if restrictions are imposed upon us on the day by the venue, the dance school, the performers, the sound technicians, the lighting technicians, audience members or any other contributor.
- (G) Every Dance Show we film will be captured using two camera angles from the same position, unless determined otherwise by the camera operator. One camera will be a wide shot of the stage and the other camera will be operated to zoom in and out, pan left and right and tilt up and down, focusing on single dancers or small groups of dancers.
- (H) All Dance Flix camera operators use high quality well maintained equipment, however we will not be liable for any radio signal losses, battery failures, equipment failure and or material defects, which are beyond our control. In the unlikely event of a total video failure, we have zero liabilities but will try everything we can to re-arrange the filming of the Dance Show if there are any additional performances on dates after the originally booked filming date.
- (I) Dance Flix camera operators will sometimes place a small audio recorder near to or on the front of the stage to capture live audio from tap dancing numbers, drama numbers, and singing numbers. This recorder will be taped to the stage if required, and Dance Flix take no responsibility for any injuries incurred to any performer or contributor if they fall onto, trip over or slip on the recorder.
- (J) A live audio feed taken directly from the sound desk at the venue is recorded into the camera (or a separate audio recorder) where possible. The Dance Flix camera operator will work with the venue, or Dance School, staff to test this sound feed when setting up to film the show. Every effort will be made to ensure a good sound feed is taken from the desk, and we will endeavour to produce the best soundtrack possible on the final product. We will not take any responsibility for bad sound feeds, peaking or distortion that is out of our control.
- (K) Every effort is made to ensure great colour and lighting reproduction, but certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, strobing, projections, and low lighting conditions. With these factors beyond our control, we will endeavour to produce the best pictures

possible. This includes refresh rates and frequencies from lighting and projection screens that may result in flickering during the show.

- (L) The Dance Flix operator will finish filming the show as soon as the house lights are turned on and the audience begins exiting the venue. If there are any additional dances, announcements or performances after this point then they risk not being filmed.
- (M) Dance Flix retain Copyright of the goods produced from this contract and are protected by the Copyright and Design act 1988.

5. The Editing

- (A) Dance Flix will endeavour to build your show film around any special requests made within this contract, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Customer(s) wishes. Dance Flix will not be held responsible for scenes not included due to inclement weather or other conditions outside of Dance Flix's control.
- (B) Your Dance Show will be edited in full using a mixture of the two angles used to film the show. We always attempt to showcase all performers in each dance equally, but this is not always possible.
- (C) Any loss or damage of material or software (i.e. video and/or audio supplied by the Customer(s)) is limited to the cost of the media alone. No consequential loss is accepted by Dance Flix. The Customer(s) must also have permission for us to use this material in the final product.
- (D) If a Customer(s) submits any media to Dance Flix for inclusion in the final product, copyright clearance is the responsibility of the Customer(s) other than material covered in Paragraph (I).
- (E) Once the edit has been finished, Dance Flix will provide the Dance School with a password protected online preview of the edited Dance Show for approval. This preview link is for the Dance School principal only, and must not be shared, copied, sold, downloaded, or redistributed without the written permission of Dance Flix Ltd.
- (F) One small set of changes, that take no longer than one hour for a Dance Flix editor to complete, will not incur any additional charges. For example, a misspelling of a name, or a switch of camera angle during one of the dances. Other changes may incur an editing charge.
- (G) Any final editing decisions are of the sole discretion of the Dance Flix editor.
- (H) Any changes requested after the Dance School has approved the edited show preview will be subject to a further charge.
- (I) The Dance School must understand the longer it takes for them to approve the edited dance show, the longer it will take Dance Flix to deliver the final products to the customers.
- (J) To comply with Copyright law, if a choir or musician performs any music live, then a license needs to be obtained from the composer and publisher of the music (Legislation Copyright Designs and Patents Act 1988 Part II, s.181 et). Composers and publishers are represented in the UK and Ireland by MCPS. If the music is being played from a CD, record or any other recording, a second license needs to be obtained from the record company. The record companies are represented in the UK and Ireland by PPL. Dance Flix Ltd will supply both licenses (if required) in paragraph (5.I) and this should be communicated to your event organiser. Licenses are supplied from www.prsformusic.com.
- (K) Completion of the editing process is usually within 6-8 weeks from the date of the event (not including any bank holidays). Subject to paragraphs (5.C, 5.D, and 5.I) 1. The Customer(s) supplies Dance Flix all items required to complete the editing before the event date, or within 48 hours after the event. 2. If after 8 weeks from the date of the event, the items and, or information required to finish the editing is not forthcoming, then the service will have expired and an editing fee of £895 will be charged to the Dance School.
- (L) Dance Flix will communicate any delays in the editing process to the Customer(s) if these do occur.

6. Online Ordering and Payments

- (A) All Dance Show Digital Downloads (and any other format the show maybe produced as), are added into our online shop at www.danceflix.co.uk, 5-10 days before the show is recorded. All items in our online store are password protected for child protection. The password that allows the purchase of each item is communicated only to the Dance School principal for sharing securely with their students and associated families and friends.
- (B) Dance Flix will never share the password for any item for sale in the online store to any unauthorised individual without the written consent of the Dance School principal.
- (C) Dance Flix sets the password for each item for sale online, and every password is different for security reasons.

- (D) Customer(s) can order items online via our online store, and the estimated delivery dates are clearly displayed in the item descriptions. Dance Flix will take no responsibility if these delivery dates are not met, but we will endeavour to deliver the items as soon as possible once they have been approved by the Dance School.
- (E) Prices in the online store are correct at the time of purchase and Dance Flix reserves the right to change these prices without notice to the Dance School.
- (F) Please see the online store's terms and conditions for all delivery information and current prices.
- (G) Payments are processed securely by Paypal, and Customer(s) can purchase any item in the store using a valid PayPal account, or an accepted Credit or Debit card using the PayPal platform (which doesn't require signing up to a PayPal account).

7. Delivery

- (A) Dance Flix Ltd can only deliver the finished show Digital Downloads once the Dance School has approved the product.

8. Minimum Order Policy

- (A) By agreeing to these terms the Dance School accepts they have to sell a minimum of 50 Digital Downloads of their dance show.
- (B) These units must be sold within 3 months of the show filming date.
- (C) If the Dance School doesn't sell the required number of units within the stated timeframe, the Dance School will be charged the full amount of the difference in sales to cover filming and editing costs. For example, if a Dance school sells 20 Digital Downloads within 3 months of the show, they will be charged for 30 Digital Downloads to make the total up to 50.
- (D) All extra charges will be invoiced to the Dance School and must be paid in full within 7 days of receiving the invoice. Late charges will be added to the invoice if it is not paid within the 7 days.

9. Sales Commission and Travel Costs

- (A) Dance Flix Ltd will give the Dance School the option to earn £1.00 in sales commission for each unit sold in the online store.
- (B) Dance Flix Ltd will charge a travel fee to the Dance School at a rate of 45p per mile from the camera operator's postcode. This fee will be deducted from the total sales commission before it is paid to the Dance School.
- (C) If a Dance School has not opted to earn sales commission, then Dance Flix Ltd will invoice the Dance School for the travel fee, which must be paid within 30 days of the show date.
- (D) All sales commission earned by the Dance School from online sales will be paid in full via bank transfer 3 months after the show filming date. This can only be done if the Dance School provide Dance Flix with their payment details when requested.
- (E) Commission can only be earned within this timeframe. Any additional sales made after this timeframe will not qualify for commission, but the unit price will remain the same.

10. Acceptance of Goods

- (A) The Customer(s) shall, within 28 days from the delivery of goods, give written notice to Dance Flix Ltd of any respect in which it is alleged that the goods do not comply with the contract. Subject to any such notice, the goods will be deemed to comply with the contract in all respects.

11. Data Protection

- (A) Dance Flix Ltd has its own Privacy Policy which is available upon request and can also be found on our website.

12. Additional

- (A) Dance Flix keeps a master copy of your edited show for up to two years. If you wish to order additional copies after two years we cannot guarantee that the master will be available.
- (B) The prices and terms within this contract are current at the time of viewing. Dance Flix Ltd reserves the right to change and amend this contract, at which point the Customer(s) will be notified.

(C) All of our other full terms can be found on our website (www.danceflix.co.uk) and are available on request. These include: Delivery Policy, Online Shop Terms and Conditions, Privacy and Cookies Policy, Returns Policy and Terms and Conditions of Sale via Website.

Dance Flix Ltd may update its Terms and Conditions from time to time. When we change any of our terms, a notice will be posted on our website along with the updated terms.

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