

## Salamandra Terms and Conditions

This Agreement was last modified May 2019  
Approval of our quotes implies acceptance of our terms and conditions below

### Agreement

In agreeing to work with Salamandra Design & Digital LTD (Salamandra), you agree to provide text (content), images and other information as and when required for the project. You agree to review the work, provide feedback and sign-off approval within 24 hours of receipt. Both parties are mutually bound by any deadlines and dates set, to facilitate an efficient completion of the project.

Salamandra will endeavour to meet all set deadlines but cannot be responsible for a missed launch date or deadline which is the result from; a late supply of materials, or a delay incurred by late approval or sign off by you, or the like.

### Production: Changes and Revisions

Salamandra projects commence the day after the initial payment is received. Standard Design projects include 2 changes or author's corrections. Note that should there be a change of brief and/or more changes required beyond the stated 2 changes included in our quotes, additional costs may be charged out accordingly.

Animation projects are managed in three stages; pre-production, production, and post production. Each stage must be signed off before work can commence on the next.

Animation quotes are based on a maximum of 5 rounds of changes within brief and agreed schedule and applies as follows:

Pre-production – 2 changes at design stage

Production – 1 change at animation/simulation stage

Post production – 1 change at rendering & 1 change at grading stage (for 3D)

Note that should there be a change of brief and/or more changes required beyond the stated 5 changes included in our quotes, additional costs may be charged out accordingly.

Quotes are based on the number of days estimated by Salamandra for completion of your project. The number of revisions provided will be dependent on budget and brief. Revisions must apply to the current stage of the project and must be provided in a consolidated document.

On completion of the pre-production stage, all further changes must be within the boundaries of the agreed script and storyboard. A daily rate will be applied to amendments beyond these limits.

Each job is schedule as per quoted and approved timeline. Scheduled final approval dates for design, animation and output must be observed to avoid incurring additional charges. Should there be delays in obtaining scheduled approvals and/or an unreasonable amount of notes and revisions and/or changes to the creative during production, ultimately resulting in a delay of the scheduled output date, Salamandra reserves its right to quote for the additional work incurred to cover the production team until the revised output date.

Should there be further delays in resolving the above-mentioned schedule/payment matter, Salamandra reserves the right to charge additional costs of £920 per day to keep the animation team available and alter our payment terms to be due immediately upon output of final visual.

Unless otherwise mutually agreed, the above mentioned stand down fees (£920 per day) will be considered for 2 weeks only. After this time, should the production not be able to recommence, the project will be deemed cancelled and cancellation fees will apply.

With regards to web development, more specifically the post-production maintenance of a web project, Salamandra is able to provide an ongoing service upon request and at a tailored fee, which will depend on the level of service and workforce required.

Likewise, ad hoc amendments will also be costed accordingly to the requested service(s).

Salamandra reserves the right to charge a compensation fee upon cancellation of confirmed work. Upon cancellation of confirmed work for any reason, the Client shall immediately reimburse Salamandra in full for all monies paid (or to be paid) by Salamandra to any third party in connection with the confirmed work, including all expenses and costs incurred by Salamandra up to the date of cancellation.

In addition, a compensation fee of 20% of the approved job budget shall be charged to the Client and be payable immediately to Salamandra, unless Salamandra in its sole discretion advises the Client on the date of cancellation that no compensation fee is charged.

Additionally, our quotes are based on the condition that Salamandra receive all necessary artwork, approvals, feedback, sign-offs and payments as per agreed schedule to avoid that the production is forcibly on hold.

### **Exclusions**

Our quotes exclude the costs associated with processing and developing animation stills for marketing and promotional and campaign purposes – these will be quoted accordingly if required. Fees associated with classification and censorship. Excludes Stationmasters and additional agency/client copies of the finished piece.

Our quotes do not include the assignment of intellectual property rights of working files. All working files remain the property of Salamandra Design & Digital Ltd.

Our quotations cover output onto Digital Files (producing the Work) to the Client/Agency, as well as broadcast/usage on all electronic media, including the Internet worldwide, in perpetuity. Music and voice over rights may vary.

### **Permissions**

Client guarantees that any assets, provided for Salamandra, are either owned by the Client or that the Client has permission to use them. Salamandra is proud to showcase its work and as such reserves the right to display and link to the completed project as part of its portfolio. Salamandra also reserves the right to write about the project across all platforms, digital and print.

### **Payment**

Salamandra requires an upfront payment of 50%, due on receipt, of the overall quote. This acts as a down payment on the allotted studio time and to cover any costs incurred in actioning the project (i.e. Artists, Specific Software acquisition). Then 30% is due on receipt upon the creative process being finalised, with the final 20% instalment, due on receipt, upon completion of the project. Work will only begin only upon receipt of the down payment.

Any additional costs incurred on the project, not specified in the original quote, will be agreed upon and invoiced as and when they occur. Examples include daily rates incurred through extra revisions, asset or stock footage acquisition, photography or any agreed travel expenses.

Salamandra reserves the right to hold the release of final work or frames until such time as 100% of billing has been paid. Overdue invoices will be charged a monthly 7% late fee.