

Terms & Conditions

Right Here / Right Now Productions (Jonathan Moy de Vitry)

Version 2.31, Last Updated 15.03.20223

Agreement

These Terms govern media production services provided by Right Here / Right Now Productions (Jonathan Moy de Vitry) ("RHRN", "we", "our") to the client ("Client", "You"). Subject to Swiss law, disputes will be resolved in Swiss courts. Our media production services are based on the Quote, which serves as the Project Proposal and Agreement. Additional services or changes require written agreement from both parties. These Terms become binding when both parties sign the Quote.

Booking, Payment, and Delivery

1. To secure a booking, the Client must pay a 50% non-refundable deposit for "Production" or "Pre-Production" fees, applied to the final invoice. The remaining balance is due 30 days after the project deliverables listed in the Quote are approved by Client. Payments must be made via bank transfer. If payment is overdue, RHRN may cancel the booking without liability, postpone delivery of masters, and/or charge a 3% interest per month on unpaid balances. A CHF 40 administrative fee will be charged for each reminder sent.

Scope, Feedback, Acceptance, and Changes

2. The project scope is defined in the Quote and outlines the specific services, deliverables, and timeline. Changes or additions to the project scope and timeline must be discussed and mutually agreed upon in writing if affecting the final cost and delivery schedule. The Quote includes three pre-final revision rounds during post-production. Additional revisions may incur pro-rata charges and/or delivery delays. Feedback delays beyond two weeks (or agreed-upon timeframe) may result in extra fees or delays. Deliverables are accepted at agreed-upon stages, with changes limited to the Statement of Work. Modifications beyond the final Master may also incur additional fees. Changes to the Brief or additional work are chargeable pro-rata.

Cancellation

3. If the Client cancels or modifies confirmed production dates, the following charges apply:
 - a. 7 days before Production: 30% of Production fees + non-refundable expenses & Pre-Production fees
 - b. Within 72 hours of Production: 50% of Production fees + non-refundable expenses & Pre-Production fees
 - c. Within 24 hours of Production: 75% of Production fees + non-refundable expenses & Pre-Production fees

Copyright Policy

4. Copyright in Deliverables is assigned to the Client upon full payment, with RHRN retaining a royalty-free license for promotional purposes. RHRN retains copyright in design concepts and music. Modifications to Deliverables require RHRN's consent. Ownership of materials like footage remains with RHRN, and their use outside Deliverables requires RHRN's consent unless otherwise stated in the Quote.

Storage Policy

5. RHRN stores media as follows:
 - a. Project footage is stored on at least two digital locations until final Deliverables are approved.
 - b. After completion, project assets are stored on a minimum of one location for six months.
 - c. RHRN is not responsible for asset storage beyond this six-month period.

Warranties and Liability

6. RHRN ensures due skill and care in providing services. No additional warranties are given, but warranties from goods suppliers may be assigned to the Client. RHRN is not liable for losses due to Client faults or indirect or consequential losses, except in cases of death or personal injury caused by negligence. RHRN's liability is limited to the price payable for services or the amount claimable under our insurance, excluding cases of death or personal injury. The Client indemnifies RHRN against all liabilities, losses, claims, and expenses arising from any breach of these terms or third-party liabilities. In

cases of force majeure, RHRN may refund or discount prepaid fees or liabilities based on a fair agreement between both parties.