

Truce Films Pty Ltd

Policies Document

Terms & Conditions, Privacy, Copyright, Disclaimer, Payment,
Equipment, Liability, etc...

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Copyright

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Viruses

Truce Films Pty Ltd cannot guarantee that any file or program available for download and/or execution from or via this site is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs and files on this site, and you release Truce Films Pty Ltd entirely of all responsibility for any consequences of its use.

Spam

We will never knowingly send you electronic messages without your consent.

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Use of Cookies

Cookies are small pieces of information that your browser stores on your computer hard drive.

We use cookies to provide you site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information.

If you disable cookies on your web browser, you may not be able to fully experience all features of the Truce Films Pty Ltd web page.

Third Party Sites

This site may contain links to third party sites. Truce Films Pty Ltd is not responsible for the condition or content of those sites as they are not under our control. You access those sites and/or use the site's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, an endorsement by Truce Films Pty Ltd of the sites or the products or services provided on the site.

Truce Films Pty Ltd does not permit any linkages to this site without prior permission.

Applicable Law

This site is created and controlled by Truce Films Pty Ltd. Your use of this site is governed by, construed and enforced in accordance with the laws of Victoria, Australia. Disputes arising from your use of this site are exclusively subject to the jurisdiction of the courts of Victoria, Australia.

This site may be accessed throughout Australia and overseas. Truce Films Pty Ltd makes no representations that the content of this site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

Other Sites

Truce Films Pty Ltd is not responsible for the privacy practices of sites that are linked to this site via hyperlinks, banner advertising or otherwise. Please take care at all times to check whose site you are visiting.

Terms & Conditions:

Truce Films Pty Ltd's Terms & Conditions apply exclusively to every contract with any client, and all quotations are made and all bookings are accepted on and subject to those Terms & Conditions. No terms introduced shall take priority over the Truce

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Films Pty Ltd's Terms & Conditions. No variation of the Terms & Conditions is possible unless both parties agree to them in writing.

Rates

The rates for hiring Truce Films Pty Ltd are negotiable and will vary from project to project because every production is different and requires its own unique set of standards.

Truce Films Pty Ltd endeavours to create long lasting working relationships and offers discounted rates to repeat clients, in addition to further discounts if you refer business to us.

Bookings

Bookings are taken by telephone, please call our office - 1300 935 225. Email neither confirms nor cancels a booking or hold, within the 48 hours prior to call time.

Bookings are taken in 4 hour (half day), 8 hour (full day) and 10 hour (extended day) periods, with overtime charged per hour or part thereof, beyond the booking.

Bookings may be confirmed at the time of the booking. If you put a job on hold it will automatically become a confirmed booking 48 hours before call time, unless cancelled prior to this time. Either party may cancel a hold. Once a booking is confirmed it may still be cancelled, however cancellation fees will apply as follows. 50% cost of booking within 48 hours of the call time. 100% cost of booking within 24 hours of the call time.

Equipment

Rental equipment sourced on behalf of a client incurs a 15% handling fee, in addition to any tolls and charges incurred during pick up and return. If specific equipment is not available, an alternative will be sought and any shortcomings communicated before the project. In the unlikely event of technical problems involving equipment owned by Truce Films Pty Ltd, reasonable reparations in the form of invoice discount would be negotiated. The extent of Truce Films Pty Ltd's liability shall be limited to the booking's daily fee only. Truce Films Pty Ltd shall bear the cost of equipment replacement in Melbourne. The client shall bear the cost of equipment replacement outside of Metropolitan Melbourne.

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Payment

Payment terms are strictly 21 days from the date of invoice and payments should be made by direct deposit. Payments are to be in Australian Dollars and late payments will result in a 20% SMA late payment fee being charged. Further late payment fees will be incurred at 10% per month. Failure to pay within 90 days of the invoice date may result in legal action, administration fees will apply.

As a general rule, projects over a budget of \$5,000 will require payments made in four stages; preliminary payments for scriptwriting and pre-production, payment for production, payment for post-production, with the final payment covering any additional expenses and the copyright buyout.

Original receipts will be retained for Truce Films Pty Ltd's own accounts, and charges will be itemised on the invoice.

Intellectual Property

Truce Films Pty Ltd agrees that all existing and future intellectual property rights and copyright in all territories over the video will be handed over to the client, subject to all payments being met in full as outlined in the written contract. Truce Films Pty Ltd retains total copyright until the final payment is made.

Any copyright issues arising from the misuse by the client of text, music, or previously published material are the concern of the client. Truce Films Pty Ltd cannot be held responsible for misuse of text and previously published material beyond their control.

Truce Films Pty Ltd's must obtain written or verbal consent from the client before publishing articles, photographs and illustrations relating to the project. However Truce Films Pty Ltd reserves the right to use the video as portfolio material. This includes using footage from the video in any Truce Films Pty Ltd showreels and websites, and citing the video in any marketing material.

Liability

The extent of Truce Films Pty Ltd's liability due to errors, omissions, or professional and technical failures shall be limited to the equivalent of the booking's daily fee. No responsibility shall be accepted for equipment rented on behalf of the Production. No responsibility shall be accepted for lost opportunity or lost vision and sound arising from technical failure.

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Loadings

Truce Films Pty Ltd understands that their work under most arrangements is as an independent contractor. As a result, the client is under no obligation to pay superannuation, annual leave, sick pay or any other loadings or fringes for Truce Films Pty Ltd contractors.

Privacy Policy

We at Truce Films Pty Ltd have created this privacy policy to demonstrate our firm commitment to your privacy and protection of your information.

How we collect personal information

We collect personal information in a number of ways, including:

- directly from you, for example, when you provide information by phone, in application forms or other agreements, or when you submit your personal details through our website;
- from third parties such as our related companies, or your representatives;
- from publicly available sources of information.

How we use your personal information

Your personal information may be used to:

- verify your identity;
- assist you to subscribe to our services;
- provide the services you require;
- administer and manage those services, including charging, billing and collecting debts;
- inform you of ways the services provided to you could be improved;
- conduct appropriate checks for credit-worthiness and for fraud;
- research and develop our services;
- gain an understanding of your information and communication needs in order for us to provide you with a better service; and
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems.

How we protect your privacy

Truce Films Pty Ltd will never share, sell, or rent personal information with anyone without your advance permission or unless ordered to by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you emails based on your request for information and in providing services relating to our communications with you.

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Why would you receive a communication from us?

If you receive a communication from us, either (a) your email address is listed with us as someone who has expressly shared this address for the purpose of receiving information in the future ("opt-in"), or (b) you or the company you represent have registered or purchased or otherwise have an existing relationship with us. We respect your time and attention by controlling the frequency of our communication with you.

How can you stop receiving newsletters from us?

Each newsletter sent contains an easy, automated unsubscribe option. If you wish to do this, simply follow the instructions at the end of each newsletter. Where you have not directly subscribed to the newsletter, you will be sent an email confirming your details for receiving the newsletter and then an email confirming that you have been added to the newsletter database. Should you not wish to receive the newsletter you may reply to either email and you will not receive any newsletters unless you subscribe again in the future.

How to contact us

If you have any questions in relation to privacy, please contact us on 1300 935 225 between 9.00am and 5.00pm, Monday to Friday. Alternatively, you can write to office@trucefilms.com.

Privacy Policy changes

This policy was last updated on 16 March 2010.