



0113 2444 992  
mail@motivproductions.co.uk  
www.motivproductions.com

VAT Registration Number: 162 065 822

Motiv Productions Ltd  
Studio 81  
71 Kirkstall Road  
Leeds  
LS3 1LH

## CONTRACTUAL AGREEMENT

Date: 19th OCTOBER 2020

Between Us: **MOTIV PRODUCTIONS LTD**

And You: Highways England

## SUMMARY:

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short:

YOU, HIGHWAYS ENGLAND ARE HIRING US **MOTIV PRODUCTIONS** LOCATED AT STUDIO 81, 71 KIRKSTALL ROAD, LEEDS, LS3 1LH TO PRODUCE A303 VISIONARY FILM AS PER PROPOSAL NUMBER QT208 FOR THE ESTIMATED TOTAL PRICE OF £15,000 + VAT & TRAVEL EXPENSES AND LOCATION FEES.

Of course it's a little more complicated, but we'll get to that.

## WHAT DO BOTH PARTIES AGREE TO DO?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text (copy), images and other information as and when we need it, in the format that we ask for and within the dates we outline in the request. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together otherwise a full production re-schedule will be agreed upon. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

## GETTING DOWN TO THE NITTY GRITTY

### DESIGN/ANIMATION

Dependant on the project commissioned we will create designs/animations for the look-and-feel and layout of your video. This contract includes one set of design/animation plus the opportunity for you to make up to two round of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate of £320.

### CHANGES AND REVISIONS

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra sections or parts that won't be a problem. You will be charged the daily rate of £320. Along the way we will ask you to put requests in writing so we can keep track of changes.

### LEGAL STUFF

We can't guarantee that the functions contained in any embedded video will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate your web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Phew.

### COPYRIGHTS

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project for the length of time quoted for each edit, any footage captured out of the quoted edit time copyright belongs to Motiv Productions Ltd, If requested we will give you a copy of all files relating to said edit(s) and you should store them safely as we are not required to keep them or provide any native source files that we used in making them.

You also own the video, text content, photographs and other data you provided, unless someone else owns them.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and also link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design or videos.

## PAYMENTS

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule. Production work will only begin upon full receipt of the agreed deposit. The full copyright and ownership will only be signed over to you upon full receipt of the final balance.

### COSTS WHICH ARE PAYABLE, MILESTONES FOR PAYMENT AND EXPENSES INCLUDED / EXCLUDED

#### FIRST PAYMENT AMOUNT:

30% (£4500 + VAT) TO BE INVOICED ON PRINCIPAL PHOTOGRAPHY COMPLETED.

#### FINAL INVOICE DUE:

UPON ACCEPTANCE AND SIGN OFF BY [REDACTED] OF THE COMPLETED VIDEO PRODUCTION(S)

Travel costs inside West Yorkshire are included in this budget. All additional expenses must be agreed in writing in advance.

But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

The dotted line:

Signed by and on behalf of: **MOTIV PRODUCTIONS LTD**

Producer: [REDACTED]

Signed by and on behalf of: Highways England:

[REDACTED]

[REDACTED]