



**Restaurant
Commercials**

restaurantcommercials.com

TERMS & CONDITIONS //

Updated on January 2nd, 2024

If different Terms and Conditions are provided at the time of quoting, some clauses may conflict with the ones mentioned in this document. Where clauses conflict, the non-standard Terms and Conditions will overrule these Standard Terms and Conditions. Where clauses do not conflict, these Standard Terms and Conditions will still apply.

1. Definitions & General Terms

In these Terms and Conditions, the words 'RestaurantCommercials', 'RC', 'RC.com', 'we', 'us', 'our', and 'ours' refer to RestaurantCommercials, a UK registered limited liability company. The words 'Customer' refer to the party who commissioned and/or funded the work and any person or organisation acting on their behalf.

These Terms and Conditions apply to all services offered by RestaurantCommercials unless otherwise agreed in writing.

2. Pre-Production Requirements

It is the Customer's responsibility to obtain all necessary permissions, including but not limited to performances, branding, trademarked goods and logos, use of intellectual property, imagery, sound recordings, and any other copyrighted material that will form part of the final product and/or deliverable service.

No liability will be accepted by RestaurantCommercials for any delays or failure to deliver the agreed product if caused by any element that is the Customer's responsibility.

Where copyright material is provided by the Customer for incorporation into a RestaurantCommercials product and/or service, the Customer must have obtained permission from the original copyright owner/material provider.

The Customer undertakes to indemnify RestaurantCommercials against any future possible claims, disputes, expenses, or costs arising from the use of such material, without time limit.

3. Production and Post-Production

All works undertaken will be as per RestaurantCommercials' written quotation based upon the information given by the Customer. Any amendments or additional days' work will be charged at our applicable daily rate.

Clear access for video, photo, and sound capture shall be arranged and managed by the Customer unless otherwise agreed in writing. If venues are being organised by the Customer, it is the Customer's responsibility to ensure that our production crew and supporting personnel have clear access to all relevant locations required throughout the day. Delays in production as a result of inadequate access or facilities may incur additional time charges.

RestaurantCommercials takes health and safety matters seriously, and we reserve the right in all instances to remove any of our personnel and/or equipment from a location if we deem it to be unsafe or if our crew is subjected to abusive or aggressive behavior.

In such circumstances, the Customer will be fully liable for any costs incurred or subsequently arising as a result. RestaurantCommercials will observe the site safety rules at all times and will liaise with the appropriate responsible person(s) on location.

4. Auto Approval of Brief and Review

The Customer acknowledges and understands that once their "brief" and "review" are submitted, they will be subject to an auto approval process if no changes are requested within five days. If the Customer wishes to request changes, they must explicitly indicate so by writing "NEEDS CHANGES" followed by their specific requests on their custom URL provided.

Furthermore, if the Customer fails to approve the commercial by writing "APPROVE" on their custom URL within the designated timeframe, it will be considered as an auto approval.

The custom URL, containing the brief and review, will be sent to the Customer's email five days prior to the auto approval date. Additionally, a twenty four-hour reminder will be sent to the Customer to prompt them to review and make any necessary changes or approve the "brief" and "review". It is important to note that any changes requested after the five-day auto approval period may be subject to additional charges as specified by RestaurantCommercials.

These auto approval procedures are implemented to ensure timely progress and efficient workflow. The Customer should carefully review the brief and review materials within the given timeframe to avoid any unintended consequences or delays.

Please be aware that these auto approval terms and conditions are subject to change without prior notice.

5. Changes to Brief and Review

The Customer acknowledges and understands that any changes to the "brief" and "review" must be reasonable in nature. It is important to note that these changes do not include, but are not limited to, the re-shooting of commercial material (unless explicitly agreed upon in writing), advanced re-edits of the commercial during the review stage, or multiple sets of amendments beyond one during the review stage.

RestaurantCommercials strives to deliver high-quality work based on the agreed-upon brief and review process. While we are committed to accommodating reasonable adjustments, excessive or substantial changes requested beyond the scope of the initial agreement may be subject to additional charges as specified by RestaurantCommercials.

The Customer is advised to provide clear and comprehensive instructions during the brief and review stages to minimise the need for extensive modifications. It is recommended to thoroughly review the brief and review materials, provide consolidated feedback, and communicate any desired changes within the agreed-upon timeframe.

Please be aware that any requests for changes made after the review version or exceeding the permissible scope of alterations may incur additional costs, which will be communicated to the Customer by RestaurantCommercials.

These terms and conditions regarding changes to the "brief" and "review" are designed to ensure a streamlined and efficient production process while maintaining the highest quality standards. RestaurantCommercials reserves the right to enforce these terms and conditions and make any necessary amendments to ensure the smooth progress of the project.

Please note that these terms and conditions are subject to change without prior notice.

6. Insurance

RestaurantCommercials carries public liability insurance cover of Five Million British Pounds Sterling. A copy of our insurance certificate can be provided upon request to our offices. Extended or upgraded specific project insurance cover can be provided if required upon request, provided this is agreed at the time of booking and included in the production brief.

7. Adverse Weather Conditions

In the event of inclement weather that, in our opinion, would pose a risk to the health and safety of our personnel or equipment or has the potential to prevent successful video, photo, or audio capture, we reserve the right to change the date or time of filming to a more suitable date or time.

8. Customer Delays

In the event of a project being delayed or aborted due to the Customer's failure to adhere to the agreed dates, times, access, facilities, organization, or any other matter specified for the project, we reserve the right to reschedule the affected days of filming at our discretion. Additional costs incurred as a result of such rescheduling shall be borne by the Customer.

9. Payment Terms & Packages

Our payment terms are strictly thirty days from the date of the invoice, and upon confirming an order, the Customer agrees to adhere to these terms.

The Customer may select the payment option that aligns with their financial preferences and requirements. For Customers who opt for the full payment option, the entire payment is due at the time of booking. Additionally, all clients will receive a 10% discount if they choose to pay in full. Please note that all prices mentioned are in GBP (British Pounds), unless otherwise specified.

RestaurantCommercials reserves the right to make adjustments to pricing as necessary. In the event of any changes to pricing or payment terms, advanced notice will be provided to the Customer. Late Payment Policy: We retain the right to impose a fifteen percent (15%) late payment charge on any invoice that remains overdue for more than thirty days.

This charge is in addition to any interest and fees applied in accordance with the Late Payment of Commercial Debts (Interest) Act. In cases of late or default payment, the Customer shall be responsible for all collection or legal fees incurred as a result.

Furthermore, please be aware that our fee does not include the recommended £500 (average ad spend) Each campaign is managed for 30days maximum per campaign.

10. Intellectual Property

RestaurantCommercials shall retain the intellectual property rights in the final product(s) unless otherwise agreed in writing. Upon receipt of full payment, the Customer shall be granted a non-exclusive license to use the final product(s) as specified in the agreed quotation. Any usage outside the agreed license requires prior written consent from RestaurantCommercials.

11. Confidentiality

Both parties undertake to keep confidential any confidential information received from the other party, including but not limited to commercial, technical, financial, and operational information. The obligation of confidentiality shall survive the termination of this agreement.

12. Liability

RestaurantCommercials accepts no liability for any loss or damage however caused unless proven to be caused by our negligence or wilful misconduct.

RestaurantCommercials shall not be held responsible for any failure or delay in the performance of its obligations caused by circumstances beyond its control, including but not limited to acts of God, fire, flood, earthquake, explosion, accident, war, terrorism, strikes, labor disputes, postal delays, or any other unforeseen act or event.

13. Usage license – rights to the use of project content

Where the Customer provides material to us for inclusion in any project, including but not limited to logos, images, trademarks, footage and audio, the relevant permission must be obtained in advance from the original copyright holder. By accepting these terms and conditions, the Customer hereby indemnifies RestaurantCommercials against any possible claims, disputes, expenses or similar that may arise from breaching any copyright laws or pre-existing terms and conditions attributed to the material.

We retain all rights to the usage of footage captured during the production of any Customer commissioned project. As part of our video/photo production service, we will grant a time-unlimited license for use of edited to the Customer subject always to the following express condition: "RestaurantCommercials retains all copyright over any content we produce. A usage license grants the Customer permission to use the content in the state in which we provide it to the Customer. Permission is not granted to re-edit, copy or alter the content in any way.

We reserve the rights to use any footage and related files from any Customer-commissioned project in our showreels, as stock footage and for our own promotion.

RestaurantCommercials assigns to the Customer a license to use the production in its complete delivered form only. We do not give permission for any material to be altered, edited or used as part of another production, unless this is expressly agreed in writing.

Provided that all monies due to us from the Customer have been received as cleared funds in our bank account, and provided that the Customer is not in breach of anything contained in these Terms and Conditions the Customer is granted a perpetual usage license relating to the video material in its delivered form.

We retain the right to use any of our copyright material for any legal purpose, including its use within projects for other Customer's unless

- a. we have granted an exclusive license to any Customer or
- b. the material contains trademarks or specific intellectual or imagery copyrighted by the Customer.

14. Termination of Agreement

Either party may terminate this agreement by providing 14 days' written notice to the other party. In the event of termination by the Customer, the full price of the contract, not just the costs and fees incurred, shall be payable in full by the Customer before the termination becomes effective.

15. Socials+ Subscription Agreement

- **Introduction**
This Socials+ Subscription Agreement (the "Agreement") is a legal agreement between you ("Subscriber" or "you") and RestaurantCommercials (the "Company", "we", "us", "our"). The Agreement governs your use of the Socials+ service offered by us.
- **The Service**
The Socials+ service provides you with weekly updates to a private access page, including all hashtags, descriptions, sounds and CapCut templates. The aim is to assist you in maintaining a trendy, engaging social media presence.
- **Free Trial**
The Company offers a seven-day free trial to all new Subscribers. This trial period will commence upon registration, and you will not be billed until the trial period ends.
- **Billing**
The Socials+ service is billed at a rate of £57 per month. Your chosen payment method will be charged automatically at the end of your seven-day free trial unless cancelled. Subscriptions automatically renew each month unless cancelled.
- **Cancellation**
You can cancel your subscription at any time. Cancellations must be made 24 hours prior to your next billing date to avoid being charged for the next month.

- **Changes to Terms or Service**
We reserve the right to modify this Agreement or any service terms at any time at our sole discretion.
- **No Refunds**
Payments are non-refundable and there are no credits for partially used periods. Following a cancellation, however, you will continue to have access to the service through the end of your current billing period.
- **Disclaimer and Limitation of Liability**
The Company provides the Service on an “as is” and “as available” basis. Your use of the Service is at your own risk. By accepting this Agreement, you agree that the Company’s total liability for any claims by you or any third party arising out of your use of the Service will not exceed the amounts paid by you to the Company in the past twelve months for the Service.
- **Acceptance of Agreement**
By signing up for the Socials+ service, you acknowledge that you have read, understand and agree to be bound by the terms of this Agreement.

16. Additional Terms and Conditions

In addition to the above, any specific usage restrictions of the commercials created by RestaurantCommercials shall be subject to the terms and conditions specified in the quotation and agreed upon by both parties.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

By commissioning RestaurantCommercials, the Customer confirms their acceptance of these Terms and Conditions.

If you have any questions about these terms and conditions please contact your main account contact at RestaurantCommercials, if you do not have one you can reach the team by emailing mail@restaurantcommercials.com

Please note that these Terms and Conditions are subject to change without prior notice.