

## **Preamble - Who we are**

Tom Pearson is trading as Wild Duck Productions, Isidore, and Derby Sound. Throughout this document, in order to keep it easier to read, Wild Duck Productions has been used when referring to Tom Pearson, Wild Duck Productions, Isidore, and/or Derby Sound.

## **Preamble - Who you are**

Throughout this document the term Client is used when referring to the individual, organisation, charity, business, and/or other entity which instructs, directs, employs, contracts, sub-contracts, pays, hires, buys from, and/or places a booking with Wild Duck Productions.

## **1 Contract**

1.1 Any assignment for which Wild Duck Productions is commissioned should be confirmed in writing, by way of a written contract. The contract should contain these Terms and Conditions or agreed variations to these terms.

1.2 Where this does not occur, Wild Duck Productions may accept an assignment on the basis of a verbal or email agreement or confirmation, in which case these Terms and Conditions will be deemed to apply.

1.3 Where Wild Duck Productions' services have been contracted in accordance with either of the means specified above, the Client shall be wholly liable for remuneration of Wild Duck Productions' services and reimbursement of any expenses incurred by Wild Duck Productions in connection with the assignment.

## **2 Fees and Payments**

2.1 Fees quoted in respect of an assignment, in full knowledge of the contents and conditions, will be valid for that particular assignment only and be considered contractually binding. In some cases an assignment will be quoted as a whole, in other cases an hourly or day rate may be used.

2.2 Unless otherwise agreed in writing for an assignment, a day rate is 7 hours worked in the same working day, any additional hours, either working or traveling during that working day, are charged at the agreed hourly rate for the assignment.

2.3 The hourly/daily rate may be subject to change if the assignment is of a particularly specialist nature, or if it occurs during unsociable hours. In this instance, the Client will be informed in advance and these fees agreed upon prior to the assignment.

2.4 Where Wild Duck Productions is required to work for a longer period than contracted, additional hours or part thereof will be charged at the hourly rate agreed for the assignment.

2.5 Time worked is rounded up to the next half hour per day at the discretion of Wild Duck Productions

2.6 Wild Duck Productions' associates charge for time incurred on behalf of the client, this includes travel time. Travel time is usually defined as from when they leave their normal residence, to when they arrive back, but may be an alternative departure location or destination at the associate's discretion. If traveling starts or continues before or after the day(s) of the assignment then that time is charged also. If the associate is staying away from their normal residence then charging will stop either at the commencement of dinner if no work is required or discussed over dinner, and recommence after breakfast so long as no work is required or discussed between these times. In some circumstances, where the associate may arrive at the destination and time is their own, and no work is required or

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**Terms & Conditions of Service - Updated 23rd January 2024**

discussed, then the associate may stop charging until the next trigger point they deem reasonable. Similarly, when an associate is no longer required to work, but is away from their normal residence, or chosen destination, they may, at their discretion, stop charging until return travel commences or work is again required.

2.7 Wild Duck Productions shall be entitled to claim all expenses associated with the assignment, including, but not limited to, travel, accommodation, car parking, and subsistence. Wild Duck Productions will operate within the following charge and recharge guidelines unless special arrangements are otherwise made in writing with the Client:

- Mileage: 45p per mile
- Tolls: at cost
- Public transport inc taxis: at cost
- Subsistence: at cost, up to £45 per day while away from home/their office(s) for the Client for any period of time. The following breakdown of subsistence costs is provided purely for illustration purposes, in order to give Clients a rough guide of how £45 might be costed out in an example day:
  - Lunch: Up to £10 per person per day
  - Dinner: Up to £25 per person per day
  - Incidental subsistence: £10 per day
- Overnight accommodation outside London: At cost, up to £150 per person per night including breakfast
- Overnight accommodation within London: At cost, up to £200 per person per night including breakfast

Where the Client has booked accommodation but Wild Duck Productions is required to settle the bill upon check in/check out, that rate will be recharged to the Client regardless of the recharge guidelines.

2.8 Usually an invoice will be sent to Client on the 1st day of each month, or shortly after, for the previous month's work. Sometimes, especially for a 'one-off' event or large expense on behalf of a Client, and at the discretion of Wild Duck Productions, it may be reasonable for Wild Duck Productions to invoice at alternative intervals. In addition any recharges, disbursements and other outstanding amounts relating to that previous month or previous months as yet unbilled will be included. Payment should be received and cleared as per the terms of the invoice.

2.9 Interest shall be automatically applied at 8% plus the Bank of England's base rate (or at such a rate as is determined by statute, the latter prevailing), to all overdue sums from the first date on which they become due until they are paid in full. Overdue invoices with a debt of up to £999.99 will incur a fee of £40, debts of £1,000 to £9,999.99 will incur a fee of £70, and debts of £10,000 or more will incur a fee of £100. Interest and late payment compensation is charged under the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Find out more at: <https://www.gov.uk/late-commercial-payments-interest-debt-recovery> If an invoice is unpaid when it comes due it may be passed to a solicitor, collection agency, or similar the next working day. Late payment invoices sent to a Client are due upon receipt. If a late payment invoice itself remains unpaid for 30 days then it too may be passed to a solicitor, collection agency, or similar the next working day.

### **3 Cancellation 3.1**

3.1 If a confirmed assignment is canceled or curtailed, by the Client, the Client will be liable for payment of a cancellation fee (according to Clause 3.2). Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

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**Terms & Conditions of Service - Updated 23rd January 2024**

3.2 Any cancellation fee shall be understood as agreed between the parties, as per this document, upon acceptance of the assignment and shall be determined payable to Wild Duck Productions in relation to the time between notification of cancellation and the start date as follows

Less than 7 days notice: FULL FEE 7-14 days notice: HALF FEE 14+ days notice: NO FEE

3.3 Wild Duck Productions undertakes to notify the Client at the earliest opportunity if they are prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances.

3.4 In giving such notice Wild Duck Productions shall relinquish any right to remuneration for any uncompleted part of the assignment and the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning Wild Duck Productions associates to their normal place of residence by suitable means

#### **4 Preparation material/information**

4.1 Upon confirmation of the requirement for attendance at, or invitation to, a meeting, focus group, working group, presentation, or other assignment, whether physical or electronic, full details of the assignment should be provided to Wild Duck Productions, including, but not limited to, location of the assignment, start and finish times and contact details. The Client shall provide Wild Duck Productions with as much information as possible about the nature of the assignment, participants and content of the assignment, including lecture notes/presentation material, aims and objectives, and any performance items.

4.2 Upon agreement from Wild Duck Productions that an assignment will be accepted, the Client should provide Wild Duck Productions with full details of the assignment including as much information as possible about the nature of the assignment, participants and stakeholders, aims and objectives, targets and measurables, and context.

#### **5 Working conditions and legal obligations**

5.1 The Client will provide an uninterrupted rest break of at least 30 minutes between 11:00 and 14:00 where more than 6 hours are worked on-site or continuously electronically.

5.2 The Client will ensure that all reasonable and legally required health and safety procedures and requirements are adhered to and in place.

5.3 The Client will ensure that they hold adequate insurance, or be able and willing to cover the purchase (new) cost of any equipment Wild Duck Productions uses on any assignment for the Client. Wild Duck Productions will, at its sole discretion, charge the Client for any equipment lost, stolen, or damaged whether or not this is covered by the insurance policy taken out by the Client. However, this does not reduce the liability of the Client for uninsured losses. Where equipment is hired/cross-hired by the Client from Wild Duck Productions an additional set of terms and conditions may be provided by Wild Duck Productions for equipment and its use. The Client should also provide adequate employer's liability to cover any Wild Duck Productions associates and provide them with public liability while carrying out the assignment for the Client.

5.4 The Client is solely responsible for obtaining (and ensuring obedience to) any license, qualification, certification, guidance or other authority, which may be required for the safe and legal completion of the assignment (including but not limited to PPL; PRS for Music; TENs; Premises Licence; BBFC, performance license; replication, public performance, transmission, or broadcast licenses; personal; public and location release forms; health and safety and risk assessments; OFCOM; UK GDPR; DPA

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Terms & Conditions of Service - Updated 23rd January 2024**

2018; PECR; Copyright, Designs and Patents Act 1988) and agrees to abide by all legal and moral guidelines relating to the installation and operation of any equipment and provision of services and associates by Wild Duck Productions. The Client is solely responsible for ensuring that best practice, legal obligation, and organisational policy is followed and in place in terms of account security and data security for any and all platforms, websites, software and/or other systems implemented or utilized for the assignment or to support the assignment.

5.3 No audio or video recordings, or photography, of Wild Duck Productions' work or associates, should be made without prior consent, except where such recording is required for legal purposes in which case Wild Duck Productions must be informed as soon as is reasonably possible that the recording will be taking place. Recording of Wild Duck Productions' work for broadcast or publication may incur additional costs.

## **6 Privacy and Data Protection**

Wild Duck Productions will collect and process personal data in accordance and compliance with the United Kingdom General Data Protection Regulation ("UK GDPR"), Data Protection Act 2018 ("DPA 2018"), Privacy and Electronic Communications ("PECR") any other national implementing laws, regulations and secondary legislation, and any successor legislation to the UK GDPR, DPA 2018, and PECR.

Personal data may be received directly from the data subject, via automated technologies, or via a third party, such as an agency, where applicable.

For information relating to personal data collected via automated technologies and online refer to the privacy policy at [www.wildduckproductions.com](http://www.wildduckproductions.com) / [www.isidore.uk](http://www.isidore.uk) / [www.derbysound.com](http://www.derbysound.com) A link to the privacy policy and cookie policy can be found in the website's footer.

Personal data will only be used for the purposes for which it was collected, unless Wild Duck Productions reasonably consider that it needs to be used for another reason and that reason is compatible with the original purpose.

Wild Duck Productions may process personal data without your knowledge or consent, in compliance with UK GDPR, DPA 2018, and PECR and other relevant legislation, where this is required or permitted by law.

Wild Duck Productions uses Google Workspace for administration and communication, we use Europe, rather than the US, for our [fundamental data storage policy](#) with Google Workspace. Wild Duck Productions may transfer data outside of the European Economic Area (EEA) but only where there are assurances that transfers meet all legal requirements. We use [Xero](#) for accounting, [Trello](#), [Monday.com](#), and [Slack](#) for additional administration.

Portable devices on which personal data may be stored are encrypted, and access is secured.

## 7 Video and Audio Recordings, and Photography

Websites, social media, and print based materials are all good ways to let people know about the great work you and your organisation are doing. We are in the same position.

We are proud of our client list, and the work we do alongside them. We want to be able to tell potential clients about some of the clients with whom we've worked, and present photographs and recordings of some of our work.

Just as when you approached us you would have been keen to know our pedigree, so other potential clients and returning clients will feel the same. We want them to have confidence in our services.

7.1 Therefore, we'd like to notify you that throughout our time working with you and/or your clients, photographs, video recordings, and audio recordings may be made by Wild Duck Productions, those directly employed by Wild Duck Productions and those contracted and/or subcontracted by Wild Duck Productions.

7.2 Wild Duck Productions and all entities that use media from our work with you and your clients, and each of their respective parent, subsidiary, related, and affiliated entities, successors, licensees, and assigns may use these photographs, images, voices, and likenesses captured throughout our work, in all and any media, throughout the universe, in perpetuity, without compensation.

7.3 Wild Duck Productions, and all entities that use media from our work with you, and each of their respective parent, subsidiary, related, and affiliated entities, successors, licensees, and assigns, are released from any liability for loss or damage to person or property in connection with the use of these photographs, images, voices, and likenesses.

7.4 Terms 7.1, 7.2, and 7.3 apply also to your company's/organisation's logo, and/or your client's logo. We often use logos next to testimonials, write ups of our work, or with photographs/videos of our work with you and/or your client.

7.5 If you object to the foregoing please inform us before confirming any assignment or other work.

7.6 We understand and respect that some of what we see, hear, and do while working with you will be confidential. In our use of photographs and recordings we will be mindful of this and will obfuscate content where applicable. You may have seen examples of this on our website(s) where perhaps projection screen or laptops screens have been blurred out, or photos taken before the start of an event are used, or photographs are taken from behind a crowd where there are no persons identifiable. Our aim is to illustrate in our media and materials who we have worked with and what we have provided for them, not the content of the event or work.