

General Terms and Conditions

kameramann.ch GmbH Version 01/2023

Scope of Application

Our general terms and conditions are valid as agreements between the parties, for all present and future contractual relations of kameramann.ch GmbH and its companies. Any terms and conditions of a contractual partner (hereinafter referred to as the Client) will only become a part of the contract after written consent of kameramann.ch (Service Provider).

1. Offer

1.1 Offers are valid for 30 days from the date of the offer without a specifically stated period of validity. The positions mentioned in the offer do not automatically result in a reservation of the offered service.

1.2 Application

These general terms and conditions are applicable to all contractually agreed services. This applies in particular to the confirmation of the offer as the basis for the agreed services and the equipment contained therein.

1.3 Scope

The services result from the written and verbal agreements, also on and during production, as is customary in the industry. The prices contained in the offer have been calculated with the information provided to us. Upward deviations of up to 10% are usual and do not have to be explicitly indicated by us. If the costs exceed more than 10% of the quoted price, we shall endeavor to indicate this as soon as possible. If this is not rejected by the Client in writing within three working days, we consider the additional costs as approved. If production is interrupted or shut down by the Client, all costs incurred up to this point must be paid within 30 days of invoicing.

2. Duties of the Service Provider production

2.1 The camera Service Provider and its crew shall vouch for the diligent performance of the ordered services. The work shall be on time, qualified and without serious defects.

2.2 The Service Provider shall film with the hardware offered and customary in the industry. The national standards and those of the EBU (European Broadcasting Union) are to be complied with. In exceptional cases, filming can be done with pro or consumer material if this is desired or special recordings must be made.

2.3 The backup of the filmed material is in no case the responsibility of the Service Provider and the use of the backup is transferred to the Client after the filming.

2.4 Deviating from point 2.3, if the further processing of the material takes place at kameramann.ch GmbH, the raw material is played on a video server (Raid 5) at the service provider.

2.5 If the Client orders an upload from the Service Provider, the Service Provider shall keep the copy of the material on the transfer server for 20 working days. After this period, the material is no longer available.

3. Duties of the post-production Service Provider

3.1 kameramann.ch GmbH undertakes to deliver the ordered services on time. Should the delivery arise due to delays in work by the Client or their customers and clients, the Service Provider is not liable for the late delivery.

3.2 The Service Provider produces with the offered and industry-standard hardware. The Service Provider has a maintained post-production system. In addition, a firewall is set up against external attacks. The server room is air-conditioned and thus complies with the standards for proper operation.

3.3 Liability in case of business interruption. In the event of a business interruption for which the Service Provider cannot be proven to be at fault, the Client may not under any circumstances claim compensation for the loss or replacement of the material. Furthermore, we cannot be held liable for the loss of booked broadcasts or other scheduled publications.

3.4. Project data is backed up cloud-based daily. For the backup of the raw material, we have a locally separated video server in Raid5 mode. We charge a flat fee of CHF 50.00 for the operation of this server with every post-production order.

3.5 Three months after completion of the post-production work, the material is played onto an LTO. Restoring from the LTO archive for renewed work with the material will be charged at a flat rate of CHF 300.00. If the material exceeds 1 TB of space, an additional CHF 250.00 will be charged per TB.

4. Obligations of the Client

4.1 The Client is obligated to report any defects that are recognizable to them already during the shooting. After completion of the shooting day or the order, the customer must report any defects in writing within ten working days. If this obligation to inspect and give notice of defects expires, the work shall be deemed accepted.

4.2.1 The Client undertakes to comply with the statutory provisions. This applies in particular to working hours and rest periods. Furthermore, the permissible total weight must be observed when loading vehicles. If the weight is exceeded, another vehicle will be booked and charged to the production.

4.2.2 The Client is obliged to comply with regulations regarding copyrights, trademark protection and personal rights. This applies to all data and information provided by the Client. The Client provides the necessary data such as logos, CD/CI, and other material before the start of production and proactively informs us about technical and content requirements. The Client is obliged to keep a 1:1 copy of the complete material with them. In case of data loss, it must be possible to continue working from this copy.

4.3 The Client is responsible for the content of the material. Furthermore, the Client is also responsible for compliance with all legal standards and obtaining all filming permits.

4.4 The Client undertakes to proactively inform the Service Provider and its employees about special circumstances before, during and after the shooting. This applies in particular to obviously expected physical, but also psychological stress. Some examples are productions with violence, operations, crises, racist background, politically extreme content, further with delicate external conditions, physical stress that would not normally be made, as well as illegal actions that would reflect on the employee, such as driving too fast by car. This list is not exhaustive.

4.5 The Client undertakes to respect trade and customs agreements. Thus, the issuance of an ATA carnet in a designated country is indispensable for the regulated entry into the destination country. If the Client waives the issuance of an ATA carnet, all costs in case of delay or rejection shall be borne by the Client.

4.6 The Client is obliged to maintain proper project management with our Producers Team. The main points are milestones, naming of clips and clear communication of the responsible persons who will accept the work.

5. Guarantee

5.1 The Client guarantees that the filming does not violate any legal provisions or the rights of third parties. In case of infringement, the Client releases the Service Provider from any responsibility.

5.2 The Client may request rectification of justified defects upon notification. If rectification is not possible, the Service Provider may consider a price reduction. No defect can be claimed if defective video or audio material of the customer leads to a defect. Also excluded from liability by the Service Provider is if the customer or their employees damage the material to be processed through incorrect manipulation or other improper actions.

5.3 If material is handed over to us by the Client, it must be checked for viruses and other causes leading to damage. The Client is liable for such data, and damages from such events are fully transferred to the Client.

6. Personnel

6.1 The Service Provider's personnel shall be provided with all information about the production. Special attention must be paid to hazards, special circumstances such as weather and the nature of the location. Further, information must be provided about the expected shooting time, the start, and the end of the shoot. In the case of an overnight stay away from home, the crew must be informed in advance. If the overnight stay is not in a single room, the crew's consent must be obtained in advance.

6.2 Expenses

When filming outside of the camera Service Provider's studios, the following expenses will apply:

Breakfast

If breakfast is not available at the hotel or a shoot starts before 07.00, we charge CHF 12.50 per person per day.

Lunch

If the production does not pay for or provide a proper meal, we charge a flat rate of CHF 37.00 per person per meal.

Dinner

If the crew stays overnight and no proper meal is paid for or provided, we charge a flat rate of CHF 37.00 per person per meal. The same rule applies if the crew does a shoot and has an evening meal during production and continues working afterwards.

Expensive production sites

If the crew works in exclusive locations where the meal allowance is insufficient, the customer must inform us, and we will negotiate a variable flat rate.

6.3 Working Hours

6.3.1 Before the shoot:

For normal ENG jobs, the crew starts testing the ordered material 30 minutes before departure at the Service Provider's office, and then sets off for production. When using special equipment, such as gimbals, steadycams or more than four HFs, a correspondingly longer preparation time must be planned. This must be discussed with the crew and the Service Provider in advance. The crew must be allowed sufficient preparation time at the shooting location to check the conditions. This is particularly important for productions such as multicam productions, where the use of large or multiple light sources is required.

6.3.2 After the shoot:

Returning the material is working time. The job ends 15 minutes after arrival at the Service Provider's offices or arrival at the external overnight accommodation. In the case of large productions and bad weather conditions, more time must be allowed, especially for the sound department.

6.3.3 Ordinary working days last a maximum of 9 hours (plus 1 hour break). Then overtime begins. The agreed daily rate plus a surcharge of 12.5% will be charged for each hour of overtime started. After 12 hours, we charge 25% on top of each hour of overtime. Postproduction and producer services are charged by the hour.

6.3.4 Half days of shooting last a maximum of 4.5 hours including pre- and post-production time from the location of the camera Service Provider. There is no overtime for half days. If half days last longer, they automatically become full days and are billed according to 6.3.3. Half days cannot take place over midday.

6.3.5 Travel days will be charged at 70% of the daily rate. If work is done during the trip, be it filming, editing or other work, normal daily rates are to be charged.

6.3.6 Preparation time will be charged at normal rates. This includes obtaining permits, such as visas, the reco, preliminary meetings, reading scripts, advising the producer, and other work related to the shoot expected or commissioned by the Client.

6.3.7 If work is required for post-production after 7:00 p.m. or on Sundays and holidays, we will charge a surcharge of 25% on the normal rate.

7. Transfer of Rights

7.1 The right to the produced material belongs to the Client for the agreed purpose upon payment of the issued invoice. Any further manipulation of the material must be agreed with the Service Provider. Source data such as timelines, compositions and project data remain with the Service Provider and are not transferred to the Client or other agencies. Unless the Client expressly objects, the Service Provider may use and publish material for self-promotion, unless an NDA (Non-Disclosure Agreements) has been agreed on the production. TV contributions and films, which can be billed via Suissimage, must be registered. Personnel who are not yet registered with Suissimage must be informed of this.

7.2 Concepts and ideas created by kameramann.ch cannot be reused by the Client in any form, unless the Client compensates the Service Provider with a mutually agreed fee for the work performed.

7.3 In the area of photography, the rights of the images are negotiated per order. We refer to common models, which are also recommended by Swiss associations.

8. Liability

8.1 The Service Provider is liable for the damages caused by them on the production. For this purpose, the Service Provider has appropriate liability insurance for companies for itself and its employees. The liability corresponds to the current coverage of the Swiss insurance companies for property damage and personal injury.

8.2 The Service Provider expressly assumes no liability for indirect damages, such as lost profits or loss of earnings.

8.3 If a shoot cannot be carried out for unforeseen reasons, such as a natural disaster, strike, power failure and the like, the Service Provider may request a postponement. The services provided up to this point must nevertheless be paid at 100%.

8.4 If the production manager (or the person responsible on the set) advises to stop the shoot due to increased risks, such as filming during demonstrations, dangerous weather, or other conditions that are dangerous for employees and material, and if the customer nevertheless wishes to continue the shoot, all resulting property damage and personal injury that cannot be proven to be attributable to the negligence of the crew shall be borne by the Client.

8.5 kameramann.ch purchases pieces of music from platforms. These are settled rights-free. Nevertheless, there are artists who register their pieces with the rights and copyright companies. Should a rights and copyright company subsequently claim fees from the customer, we will be happy to provide advice and review the options with the customer. Kameramann.ch cannot be held liable for such fees at any time, nor can we pay these fees, as we are not the user of the pieces.

8.6 Material produced by us is delivered on standard screens and monitors in terms of color and sound. The output on monitors, smartphones, TVs, or other devices can vary greatly. We have no influence on this and cannot be held liable.

9. Cancellation

9.1 If individual production days are cancelled, the following regulation applies: (This regulation applies on working days, not outside our office hours. For example, a cancellation made on Friday at 4:00 p.m. for the following Monday would therefore be outside the grace period).

The estimated costs, according to the quotation or order, excluding expenses, will be charged as follows:

Up to 48 hours before production 50%

From 24 hours before production 100%

9.2 For cancelled shoots that last longer than one (1) day, the following rule applies:

The corresponding number of shooting days must be equal to the number of days that are cancelled in advance. For example, a shoot that lasts five working days must be cancelled at least five working days before production.

9.3 Provisional Booking

If filming days are requested and provisionally booked, the Service Provider may request a decision within 30 minutes as to whether the provisional shoot will take place or not if it has another request for the crew. If the Client who made the provisional booking is not available, the Service Provider can accept the other shoot within 30 minutes. At the time of a provisional booking, the Client must leave a contact name and contact details with the Service Provider.

9.4 Weather Option

If all shooting days are postponed due to bad weather, the Service Provider may charge 25% of the daily fee as a weather option.

9.5. Costs for Bookings

If, at the Client's request, other crews from outside the company are booked by the Service Provider, a booking fee of CHF 75.00 per shooting day will be charged.

10. Terms of Payment

10.1 All services ordered by the Client will be invoiced. Invoices are due 30 days from invoice date. If no prices are agreed in advance, the usual prices of kameramann.ch apply for all services. For accessories and additional services, the prices of the Service Provider apply, which are based on the usual market prices of Swiss rental companies.

10.1.1. If invoices are not settled within the required period, we will charge CHF 25.00 as a handling fee for the first reminder.

10.1.2. If reminders are not settled within the required period, we will charge a further CHF 25.00 handling fee as well as default interest of 5% from this date. We will issue this claim in a separate invoice upon receipt of payment.

10.2 If orders are cancelled, the costs must be considered.

10.3 If the Client is insolvent, has outstanding invoices or has safety defects in its productions, the Service Provider may withdraw from its performance without observing a deadline.

10.4 If the Client has not paid his invoice after 8 weeks, kameramann.ch can withdraw from the contract and charge for all efforts made so far.

11. Applicable Law and Place of Jurisdiction

This contract is governed exclusively by Swiss law. The place of jurisdiction is Zurich.