

# Client Services Agreement

Photography · Videography · Drone · Content Creation

## SUPPLIER

**Krzysztof Furgala** trading as **KF Creative**

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## CLIENT DETAILS

ORGANISATION / INDIVIDUAL	
<input type="text"/>	
CONTACT NAME	PROJECT REFERENCE
<input type="text"/>	<input type="text"/>
EMAIL	TELEPHONE
<input type="text"/>	<input type="text"/>
PROJECT DATE(S)	AGREED FEE (£)
<input type="text"/>	<input type="text"/>

## 1. Services

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KF Creative shall provide photography, videography, drone operation (where applicable), editing, content creation, social media content and associated creative services as outlined within the agreed quotation, proposal, purchase order or written brief.

Any work requested outside the agreed scope shall be treated as additional work and may incur additional charges.

## 2. Project Brief and Acceptance

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The Client shall provide sufficient information regarding project objectives, deliverables, locations, timings and any specific requirements.

Acceptance of a quotation, proposal, email confirmation, purchase order or signed agreement shall constitute acceptance of these terms and conditions.

## 3. Fees, Deposits and Payment

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The agreed project fee shall be set out within the quotation, proposal, purchase order or written brief.

### Deposits

KF Creative reserves the right to request a deposit before commencing work. Unless otherwise agreed in writing:

- Projects under £500 may be invoiced upon completion.
- Projects between £500 and £2,000 may require a 25% deposit.
- Projects over £2,000 may require a 50% deposit.

No project dates shall be guaranteed until any requested deposit has been received.

Public sector organisations, educational establishments, registered charities and clients operating formal purchase order systems may be exempt from deposit requirements at the discretion of KF Creative.

### Payment Terms

Invoices are payable within twenty-one (21) calendar days from the invoice date unless otherwise agreed in writing.

Where payment is not received within the agreed period, KF Creative reserves the right to:

- Suspend ongoing work;
- Withhold final deliverables;
- Refuse future bookings until outstanding invoices are settled.

Late payment may incur statutory interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### Ownership Prior to Payment

Copyright and usage rights remain with KF Creative until all invoices relating to the project have been paid in full. Upon receipt of full payment, the Client shall receive the usage rights described within this Agreement.

## 4. Additional Services

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The agreed fee covers only the services outlined within the approved quotation or brief. Additional work may include:

- Additional filming
- Additional photography
- Additional editing
- Additional revisions
- Additional content formats
- Additional travel
- Additional project management
- Additional shooting days

Additional work shall be charged at **£65 per hour** unless otherwise agreed in writing.

KF Creative will always seek written approval before undertaking chargeable additional work.

## 5. Revisions

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The agreed fee includes up to two rounds of reasonable amendments.

Additional revisions, substantial changes to the agreed brief or requests that materially alter the deliverables may incur additional charges. Any additional costs will be discussed and agreed before work proceeds.

## 6. Delivery and Turnaround Times

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Delivery times shall be agreed before project commencement. KF Creative will use all reasonable endeavours to meet agreed deadlines and keep the Client informed throughout the project.

Where operationally possible, same-day photography selections and rapid-turnaround video content can be provided to support urgent communications requirements.

## 7. Rescheduling and Cancellation

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If the Client cancels or postpones a confirmed booking:

- More than 14 days before the project date: **No charge.**
- Between 7 and 14 days before the project date: **25%** of the agreed fee.
- Between 2 and 7 days before the project date: **50%** of the agreed fee.
- Less than 48 hours before the project date: **100%** of the agreed fee.

Where work has already commenced, completed work remains chargeable. KF Creative will always attempt to accommodate reasonable requests to reschedule where operationally possible.

## **8. Weather and External Factors**

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KF Creative shall not be responsible for delays, changes or reduced deliverables resulting from:

- Severe weather
- Venue restrictions
- Third-party actions
- Health and safety requirements
- Public safety considerations
- Airspace restrictions
- Force majeure events

Where practical, alternative arrangements will be discussed with the Client.

## **9. Drone Operations**

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Drone operations are subject to:

- Civil Aviation Authority regulations
- Airspace restrictions
- Weather conditions
- Site-specific risk assessments
- Public safety considerations

KF Creative reserves the right to modify, postpone or cancel drone operations where safety, weather conditions or legal compliance require. No guarantee is made that drone footage will be achievable at every location.

## **10. Intellectual Property and Usage Rights**

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Copyright in all photography, video footage and creative content remains with KF Creative unless otherwise agreed in writing.

Upon full payment, the Client receives a perpetual, non-exclusive licence to use delivered content for:

- Marketing
- Communications
- Social media
- Websites
- Printed materials
- Presentations

- Internal communications
- Public relations activities

No additional licensing fees shall apply for these uses unless specifically agreed in writing.

Raw footage, project files, archives and unedited content remain the property of KF Creative and are not included within the agreed fee unless expressly stated.

## **11. Portfolio and Promotional Use**

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Unless expressly agreed otherwise in writing, KF Creative may use completed work for:

- Portfolio purposes
- Website display
- Social media promotion
- Marketing materials
- Award submissions
- Professional development activities

Where confidentiality obligations apply, these will be respected.

## **12. Client Responsibilities**

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The Client is responsible for:

- Securing venue permissions
- Obtaining permissions from relevant stakeholders
- Ensuring suitable access to locations
- Advising of safeguarding, security or health and safety requirements
- Obtaining permissions from participants where required

The Client warrants that they have authority to commission the work.

## **13. Data Protection and Information Security**

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KF Creative will process personal data in accordance with UK GDPR and applicable Data Protection legislation.

Project files and client information will be stored securely using password-protected systems, encrypted devices and secure cloud storage solutions.

AI-assisted tools may be used for transcription, captioning, content organisation and workflow efficiency. Confidential client information will not knowingly be used to train public AI models without permission.

## **14. Professional Standards**

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KF Creative maintains appropriate insurance cover and undertakes all services with reasonable skill, care and professionalism.

The business regularly delivers content for commercial organisations, educational establishments, community organisations, charities and public-sector stakeholders and understands the governance, safeguarding and communications requirements associated with these sectors.

## 15. Limitation of Liability

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KF Creative's liability shall not exceed the level of applicable insurance cover maintained by the business.

KF Creative shall not be liable for indirect or consequential losses, loss of profit, loss of opportunity, loss of revenue or losses arising from circumstances beyond reasonable control.

## 16. Force Majeure

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Neither party shall be liable for failure to perform obligations due to circumstances beyond their reasonable control including:

- Severe weather
- Natural disasters
- Illness
- Transport disruption
- Government restrictions
- Industrial action
- Equipment theft or damage

## 17. Governing Law

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This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Acceptance

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By signing below, both parties agree to the terms of this Agreement.

### For KF Creative

<b>Name:</b> Krzysztof Furgala	
<b>SIGNATURE</b>	<b>DATE</b>

### For the Client

<b>NAME</b>	
<b>ORGANISATION</b>	
<b>SIGNATURE</b>	<b>DATE</b>