

Just Moments in Time ^R

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TERMS AND CONDITIONS

All clients placing a service order with Just Moments in Time, having signed that order acknowledge the fact that they have read, or, have had the opportunity to read these terms and conditions as stated on the order form. They also state that they fully understand these terms and conditions.

- 1) All deposits paid are received from the client in a token of good will to honor the completion of the commission of the work. Any failure of the client to complete the commission of the work will forfeit any deposits paid and may result in legal proceedings .to obtain full amount commissioned or partial to cover costs.
- 2) Goods, materials and images here after known as '**Media**' received by Just Moments in Time here after known as '**JMIT**' are received in the knowledge that all care will be taken by 'JMIT' but due to the nature and function of the business and the age and frailties of some media 'JMIT' will not be responsible for any damage, loss or wear and tear on that Media.
- 3) A contract is entered into by JMIT to produce for an agreed price a result as stated in the work order and may need to be covered by audio additions as in 6) below. Restorations are stated as best possible to the Colour and dimensions as stated.
- 4) All video and image media received by JMIT may be subject to colour change or variance. Some corrections i.e. white balance will be applied to an acceptable standard but might differ from the perceived remembered original.
- 5) Any media given to JMIT for repair and charged accordingly will be repaired to enable primary extraction of content. Future use of that media may not in all cases be available.
- 6) All electronic recordings taken for conversion to CD or DVD will be as is and recorded at accepted industry specification. Any deviation from specification found will be corrected to best possible state with current information available to acceptable coherence and value bounds. No responsibility can be taken for out of specification speeds and pitch changes that occur. Original speeds and pitch of Audio recordings are outside of the expected knowledge of JMIT.
- 7) Conversion of non Australian formats i.e. NTSC to PAL will be to best possible and as stated within technical and value bounds. Please ask about any limitations in procedure.
- 8) Compatibility of media to clients equipment is with maximum attainable. 100% compatibility is outside of that attainable in the industry. Advice is available if incompatibility is found. Refunds are not available on any completed media.
- 9) JMIT will at all times do its best to meet completion dates mentioned in the order form, however, no responsibility will be taken for any failure to meet any dead lines.
- 10) Collection Dates in the order form by 'JMIT' are to be met by the client and full payment be made on collection of the commissioned work at the time of collection, or, within two weeks of advice by 'JMIT' of completion. Any failure by the client to finalize, pay and collect the work will result in either legal proceeding with additional cost to the client or, all media will be destroyed after advising of this action six weeks after advice of completion.
- 11) Legal Credits copyright information and information regarding the services provided by 'JMIT' follow most movie productions. They are deemed to not be intrusive into the content of produced work. Sound tracks contained in 'JMIT' productions are copyrighted and shall not be extracted or reproduced in anyway.
- 12) Any media given to 'JMIT' for reproduction in any shape or form might infringe on other parties copyrights. The client agrees that any media provided is inclusive of the clients paid personal use right to view that media and is licensed to do so. Multiple copies of reproduced copy write work are not available. Clients shall not reproduce this work in way shape or form.
- 13) Prices Quoted at time of Commissioning work are subject to possible change due to unseen events like repairs subcontract and postage required to complete the work. Please ask about any possible repair charges.
- 14) Third parties outside of 'JMIT' may be subcontracted by 'JMIT' to complete all or part of the Commissioned works. 'JMIT' excepts no responsibility for any loss or damage by those parties.
- 15) Any creative content, layout order or ideas used in the work by 'JMIT' are final not able to be reworked or changed unless contrary to client written instruction. Examples of work are available to be viewed at all times on request.
- 16) Copies of all full production completed works, art work and most supplied images are retained by 'JMIT' in a Data Based Archive.
- 17) All clients agree that they have read and fully understand these terms and conditions and agree to be bound by them.

PLEASE BE ADVISED THAT SOME OF THE WORK UNDERTAKEN BY JUST MOMENTS IN TIME CAN BE OF A HIGHLY TECHNICAL NATURE BOUND BY SOME LIMITATIONS OF TECHNOLOGY AND KNOWLEDGE. ADVICE IS AVAILBLE AT ALL TIMES REGARDING OUR LIMITATIONS AND LIMITATIONS OF PRICING AND VALUE.