

Xcel Creative Studios – Terms and Conditions

Definitions

- **“The Client” or “The Hirer”** – The individual, business, or entity engaging the services of Xcel Creative Studios. The Client/Hirer is responsible for providing necessary content, direction, approvals, access, and timely payments.
 - **“Xcel” or “Xcel Creative Studios”** – Refers to Danny James Stewart-Kladianos and any team members, contractors, subcontractors, or authorised representatives acting on behalf of Xcel Creative Studios.
 - **“Final Product”** – The end deliverables as agreed in the contract, including but not limited to photos, videos, lighting/audio programs, or digital media.
 - **“Producer(s)”** – Individuals or representatives managing schedules, client communication, booking, and logistics associated with the services.
 - **“Sub-contractors”** – Third-party professionals or service providers engaged or commissioned by Xcel to assist in production (e.g., second videographers, editors, lighting technicians).
 - **“Kit-Fees”** – Charges related to the rental, maintenance, transportation, or use of professional equipment essential to service delivery.
 - **“Project Scope”** – The full extent of services as outlined in the proposal, including deliverables, format, duration, technical specifications, and service expectations.
 - **“Usage Rights”** – Licensing rights granted to the Client to use the Final Product for a specific purpose. All copyright remains with Xcel unless expressly transferred in writing.
 - **“Delivery Timelines”** – The estimated timeframe within which the Final Product will be delivered.
 - **“Cancellation Policy”** – Terms governing termination of services and fees associated with cancellation by either party.
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1. Fees and Payment

1.1 Service Fees

The Client agrees to compensate Xcel Creative Studios for all services rendered in accordance with the fee structure outlined in the proposal or written agreement. These services may include, but are not limited to, photography, videography, live or programmed lighting, audio-visual production, editing, consultancy, and project coordination. All pricing is exclusive of GST unless otherwise stated. Quotes remain valid for fourteen (14) calendar days.

1.2 Deposits and Invoicing

A non-refundable deposit of thirty percent (30%) of the total quoted amount is required to secure project dates. The remaining balance must be paid no later than the delivery

of the Final Product or the date stipulated in the invoice. All invoices are payable within thirty (30) calendar days. Late invoices incur a 1.5% monthly fee and may result in suspension or withholding of deliverables.

1.3 Progress Billing

For multi-stage projects or extended engagements, Xcel may issue milestone invoices reflecting the percentage of project completion. Non-payment may result in production delays.

1.4 Kit and Equipment Fees

Quotes do not automatically include costs for specialised equipment. Kit-Fees may apply for items such as cinema-grade cameras, lenses, cranes, audio rigs, gimbals, or theatrical lighting systems. These fees will be communicated prior to commencement and must be approved in writing.

1.5 Termination and Cancellation

In the event of Client-initiated termination, Xcel is entitled to compensation for all work completed to date, including:

- The non-refundable deposit;
- Prorated service fees;
- Labour and materials incurred up to the termination date.

If termination occurs within three (3) business days of a scheduled event, a cancellation fee equivalent to thirty percent (30%) of the total agreed fee shall be charged (excluding any discretionary discounts). Xcel reserves the right to terminate services immediately if the Client breaches the agreement, including failure to pay.

1.6 Payment Details

All payments are to be made via direct bank transfer:

Name: Danny J Stewart-Kladianos

BSB: 014 111

Account Number: 648 242 732

Tentative rates are discussed and confirmed following a free liaison session.

2. Timelines and Deliverables

2.1 Review and Feedback

The Client agrees to provide prompt approvals, content, and communication to maintain projected timelines. Delays in Client-side feedback or content delivery may alter the Final Product's delivery date.

2.2 Final Delivery and Acceptance

Final deliverables will be provided within two (2) to five (5) business days unless otherwise agreed. The Client must report any issues within five (5) business days of receiving the Final Product; absent this, the Final Product is deemed accepted.

3. Production Standards

3.1 Production Quality

All work will be completed to professional standards using high-quality equipment. Adjustments may be required due to venue limitations, weather, or other uncontrollable conditions, and Xcel will advise the Client accordingly.

3.2 Revisions

The Client is entitled to three (3) complimentary rounds of revisions, limited to minor fixes such as colour grading adjustments, trimming edits, or cue alterations. Additional revisions outside scope will incur further charges.

4. Client Responsibilities

4.1 General Obligations

The Client is responsible for:

- Allowing access to relevant venues or areas for filming or production;
- Securing permissions or permits where required;
- Informing all relevant parties of filming or conduct requirements;
- Providing correct-format branding assets, scripts, music, or media.

The Client assumes responsibility for errors stemming from material they provided or approved.

4.2 Liability – Force Events and Venue Restrictions

Xcel is not liable for issues resulting from:

- Unexpected equipment failure despite proper maintenance;
- Venue restrictions or operational constraints;
- Adverse weather conditions;
- Interference by guests, vendors, or third parties;
- Force Majeure events such as fire, illness, flood, government orders;
- Activation of smoke alarms due to approved atmospheric effects (e.g., haze, fog, artificial smoke machines).

No refunds apply where Xcel has delivered work to its usual professional standard.

5. Equipment Liability

The Client/Hirer agrees to treat all equipment supplied, owned, or operated by Xcel Creative Studios with due care at all times.

If any equipment is damaged, lost, or rendered unusable due to negligence, mishandling, or misuse by the Client/Hirer or any associated party, the Client/Hirer accepts full financial responsibility for repair or replacement costs, as determined by Xcel.

Xcel is not liable for equipment damage caused by external interference, environmental conditions, or events beyond its control.

6. Promotional Use and Authorship

6.1 Promotional Use

Xcel retains the right to use completed work for promotional purposes, including portfolios, showreels, social media, advertising, and exhibitions, unless the Client submits a written confidentiality request before commencement.

6.2 Usage Restrictions

Confidentiality requests must specify which materials are restricted. Xcel may decline projects requiring full confidentiality.

7. Intellectual Property and Licensing

7.1 Ownership and Licence

Xcel retains full copyright over all created content. The Client is granted a non-exclusive, non-transferable licence to use the Final Product for its stated purpose. Redistribution, resale, or modification requires written approval.

7.2 Third-Party Materials

The Client assumes all legal responsibility for any third-party materials they provide. Xcel is not responsible for unauthorised usage or licensing breaches by the Client.

7.3 Preliminary and Working Files

Raw footage, original photos, project files, and working materials remain the exclusive property of Xcel unless expressly included in the scope.

8. Relationship of the Parties

8.1 Independent Contractor Status

Xcel operates as an independent contractor. Nothing in this Agreement constitutes a partnership, joint venture, or employment relationship.

8.2 No Exclusivity

Xcel may provide services to other clients concurrently.

8.3 Force Majeure

Xcel shall not be held liable for service delays or failures caused by events outside its control, including natural disasters, illness, or national emergencies.

8.4 Governing Law

This Agreement is governed by the laws of South Australia. Any disputes shall be resolved within the appropriate South Australian courts.