

# Payment And Delivery Policy

## Collaborators

---

Methodworks Production Ltd., Suite 128 Legacy Business Centre,  
2a Ruckholt Road, Leyton, London, E10 5NP  
t. 020 8556 9504 e. [accounts@methodworksproduction.com](mailto:accounts@methodworksproduction.com)  
[www.methodworksproduction.com](http://www.methodworksproduction.com)  
“If The Method Works, Why Change It.”

This is an extract taken directly from the Terms and Conditions of the Service Level Agreement issued to all Collaborators when engaging with a project/service provided by Methodworks Production Ltd.

Effective from 1 May 2016 (unless stated otherwise) for new and existing business accounts/services. This is not an exhaustive list of Conditions and should not be considered as the definitive guide. The following Conditions have been produced to clarify and assist in giving detail to *Terms and Conditions* referred to in the Service Level Agreement (**F/SLA**) the Quote and any following documents.

## 2.0 Payment and Delivery

2.1 The policy set herein for the payment and delivery policy is as follows;

- (i) if the gross total quoted for your project/service is below £300 you will be required to pay 100% upfront unless you are a returning *Collaborator* with a healthy track record (no previous delayed or overdue or outstanding payments). Returning *Collaborators* are those who have previously completed no less than three projects/services with Methodworks Production and remain in good standing regarding payments and conduct. Returning *Collaborators* will then have up to 28 days to clear a balance of below £300 upon the date of the invoice being issued in relation to the completion of the project/service (unless otherwise stated).
- (ii) if the gross total for your project/service is £300 or above but below £1,000, the first payment of 50% of the total sum is to be made prior to the production, no less than a week before, to cover the costs of the production/service itself (unless otherwise state). The remaining 50% is then paid upon completion of the project/service to a satisfactory level within the budget set in the *Quote* prior to final delivery being made ([see clause 2.2](#) for further details).
- (iii) if the gross total for your project/service is above £1,000 but below £5,000, you will be required to make a non-refundable deposit of 10% of the total gross balance upon engagement and agreement of the *Quote* and the signing of your **F/SLA** and accompanying *Terms and Conditions*. The *Collaborator* must then make a second payment of 45% prior to the date of production and no less than a week before the first production date (unless otherwise stated) for production to go ahead, with the remaining 45% paid upon satisfactory completion of the project/service within the means of the *Quote* ([see clause 2.2](#) for further details of delivery).
- (iv) if the gross total for your project/service is above £5,000, you will be required to make a non-refundable deposit of 10% of the total gross balance upon engagement and agreement of the *Quote* and the signing of your **FSLA** and accompanying *Terms and Conditions*. Then, depending upon the requirements and timeframes of your project, a payment structure will be included within your **Quote** which will be uniquely tailored to the requirements of your project. Upon agreeing to your *Quote*, you will be agreeing to the unique payment method outlined.

2.2 Upon completion of the project/service and once the pass(es) have been completed where appropriate [whereby a pass is considered as one round of concise and detailed feedback by the *Collaborator* to a rough cut of an edit of the product] or the set value of passes have been completed as set out in the *Quote*, a delivery version of the product (at a low resolution which will contain a watermark) will be produced to screen to the *Collaborator* as evidence of the work completed. The *Collaborator*, upon approval of the delivery screener, must then make the final delivery payment to complete the projects sign off prior to the final high resolution, watermark removed delivery version of the product being released (delivery as set out and established in the *Quote* document).

Whereby a freelance service is sought (as opposed to a full project), materials will generally be delivered on completion as follows;

- (i) documentation, administrative and design based work such as but not limited to reports, storyboards and scripts will be delivered upon satisfactory completion in conjunction with the payment and delivery policy as mentioned in [clause 2.1](#) above.
- (ii) filmed footage or sound recordings will either be transferred on site (if the *Collaborator* has the means available) or will be transferred online either on the same day or the following day of the production in conjunction with the payment and delivery policy as mentioned in [clause 2.1](#) above.
- (iii) edits or animations, will be sent as a delivery version of the product (at a low resolution which will contain a watermark) to screen to the *Collaborator* as evidence of the work completed. The *Collaborator*, upon approval of the delivery screener, must then make the final delivery payment to complete the project/service sign off prior to the final high resolution, watermark removed delivery version of the product being released (delivery as set out and established in the *Quote* document) in conjunction with the payment and delivery policy as mentioned in [clause 2.1](#) above.

- 2.3 The delivery of the product will be completed as agreed in the *Quote* including where appropriate the format, resolution, file type and quantity. Should further copies be requested or other formats required, further costs will be incurred by the *Collaborator*.
- 2.4 In conjunction with clause 1.4 of the *F/SLA*, the *Collaborator* has agreed to the work within the means of the *Quote* set forth to the service being provided. Any additional services required such as but not limiting i) a reshoot or pick up shots ii) an additional pass in the edit iii) a re-edit of the product iv) additional copies of the product or different formats not agreed upon in the *Quote* may well incur additional costs to the *Collaborator* and will be down to the discretion of the *Provider*.
- 2.5 The *Collaborator* understands that the payment and delivery policy must be adhered to in order to progress to the next stage of the production/service. Whereby a date is set on invoices for delivery of such payment, payment should be made by the date set. In accordance with **the Late Payment of Commercial Debts (interest) Act 1998** under the law of the United Kingdom, if the date set on the invoice is surpassed and the payment has not been cleared in full, the *Provider* is legally entitled to begin charging statutory interest established by this law with no exception. The statutory rate of interest is 8% plus the Bank of England base rate (currently 0.75%) per annum – a rate of 8.75% per annum.
- If no prior agreement has been established for a late payment to be made outside of the date on the invoice, the *Provider* is entitled to begin the Debt Collection and Recovery Process at their discretion, a three tier process involving solicitors. Tier one involves a Letter Before Action or Late Payment Demand, failure to take action upon this will lead to tier two Court Action, failure to take action upon this will lead to Judgement and Enforcement. By signing the *F/SLA* you acknowledge the importance of making payments in due course and communicating where any delays are caused. This does not guarantee statutory interest not being charged nor the Debt Collection process being taken, however a resolution between parties is more likely where good communication is present.
- 2.6 If a contingency budget has been set forth in the *Quote*, the *Collaborator* has agreed to authorise the Producer and their designated representatives to use such contingency at their own discretion for the benefit of the production of the product/service as and when required throughout the projects life cycle. The Producer will be held responsible and accountable for such decisions. Records and receipts of the use of any contingency within a budget will be made available to the *Collaborator* following a Production upon request.
- 2.7 Should the *Terms and Conditions* of the *F/SLA* in conjunction with the *F/SLA* and subsequent *Quote* be breached by the *Collaborator* and/or their representatives in relation to but not exclusively bound to i) the completion of the production to the dates set forth in the projects schedule and/or production schedule ii) the completion of delivery of the completed product/service and project to the agreed delivery date set forth on the *Quote* and/or iii) failure to pay the invoice(s) within the timeframe designated on the given invoice – the *Collaborator* authorises the *Provider* at their discretion to close the account and continue to seek payment for services incurred or agreed upon but yet incurred up to that stage.
- 2.8 Should the *Terms and Conditions* of the *F/SLA* in conjunction with the *F/SLA* and subsequent *Quote* be breached by the *Provider* and/or their representatives in relation to but not exclusively bound to i) the completion of the production to the dates set forth in the projects schedule and/or production schedule ii) the completion of delivery of the completed product/service and project to the agreed delivery date set forth on the *Quote* and/or iii) failure to provide the services as set forth in these documentations – the *Collaborator* will be entitled to terminate the account and request all materials (footage and edits) produced up to this stage without any further cost attached.
- 2.9 Should the *Collaborator* wish to reopen an account following clause 2.7 (above) and therefore the project for engagement, all outstanding invoices must first be paid and an admin charge of £50.00 incurred to raise a project from the archive. At this stage, due to the projects account being closed and thereby terminating the projects activity, depending on the progress of the outstanding project and the amount of time which has passed since the account was closed, a review of the *Quote* and *F/SLA* may be required with a new *Quote* and *F/SLA* issued with a subsequent invoice issued and paid prior to work commencing at which such an *F/SLA* and *Quote* with accompanying *Terms and Conditions* will supersede this one. This will then be considered a new project.

As stated on the first page, these are not an exhaustive list of terms and conditions and should further clarification of anything written within this document, the *Quote* or the *F/SLA* be sought, please contact [accounts@methodworksproduction.com](mailto:accounts@methodworksproduction.com).

Issued by Methodworks Production Ltd.  
[www.methodworksproduction.com](http://www.methodworksproduction.com)

Provider Information:  
Suite 128 Legacy Business Centre,  
2a Ruckholt Road, Leyton,  
London, England,  
E10 5NP

We accept;

