

**Knight Media**

**and**

**[CLIENT NAME]**

**Agreement for the provision of  
Videography Services**

## Contents

1.	DEFINITIONS AND INTERPRETATION .....	1
2.	TERM .....	5
3.	APPOINTMENT .....	5
4.	SERVICES & PRODUCT .....	6
5.	KM'S OBLIGATIONS .....	5
6.	DOCUMENTATION AND PRODUCTS .....	6
7.	CHARGES AND PAYMENT .....	6
8.	INTELLECTUAL PROPERTY RIGHTS.....	6
9.	CONFIDENTIALITY .....	7
10.	TERMINATION.....	8
11.	CONSEQUENCES OF TERMINATION.....	8
12.	COMPLIANCE WITH APPLICABLE LAWS .....	9
13.	INDEMNITY AND LIABILITY .....	9
14.	ANTI-COMPETITIVE PRACTICES .....	10
15.	NO PARTNERSHIP .....	10
16.	WAIVER .....	10
17.	VARIATION .....	11
18.	SEVERABILITY.....	11
19.	ENTIRE AGREEMENT .....	11
20.	COUNTERPARTS.....	11
21.	GOVERNING LAW AND GOVERNING JURISDICTION .....	11
	SCHEDULE 1: THE SERVICES .....	12
	SCHEDULE 2: THE PRODUCT .....	13
	SCHEDULE 3: CHARGES .....	13

**THIS AGREEMENT is dated**

**(the 'Start Date')**

**MADE BETWEEN**

- (1) **Knight Media**            **Operating from Ravenswood House, Coventry Road, Southam, CV47 1BG**
  
- (2) **the Client**            **[Name];**  
**Of [Address]**

**BACKGROUND**

- A) Knight Media ('KM') is in the business of providing videography, photography and graphic design services, principally for the purposes of corporate and music video production and graphic design
  
- B) The Client wishes to engage the Services of Knight Media to produce a finished Product for use in the Client's own business

**AGREEMENT**

**1. 1.1 Definitions and Interpretation**

In this Agreement, the following definitions apply:

<b>Applicable Laws</b>	the requirements of any statute, statutory provision, statutory instrument, law, direction, notice, rule or order made under any statute, any regulation or bye-law or requirement of any local authority or of any statutory undertaker who has jurisdiction with regard to any of the Services or with whose systems the same are or will be connected, any code of practice or guideline for the time being in force under the Health and Safety at Work etc Act 1974 or any mandatory code of practice or conduct and any voluntary code of practice or conduct or other requirement which either KM or the Client has elected to comply with in respect of its business generally; in all cases to the extent applicable;
<b>Associate</b>	An individual who will be utilised as a Sub-Contractor by KM from time to time and who will be identified as such to the Client.
<b>Business Day</b>	any day on which clearing banks are open for business in London (excluding Saturdays, Sundays and public holidays);
<b>Charges</b>	the charges payable by the Client to KM in consideration of the supply of the Services & Product as calculated in accordance with Schedule 3;
<b>Competition Law</b>	the Competition Act 1998 (as amended by the Enterprise Act 2002 and Enterprise and Regulatory Reform Act 2013, and as otherwise amended from time to time) or the Treaty on the Functioning of the European Union or any other Applicable Law in respect of the promotion or observance of competitive practices;
<b>Confidential Information</b>	<p>in respect of the Client, any information, which is marked confidential or which ought reasonably to be treated or regarded as confidential, that is disclosed or supplied by the Client, the fact that this Agreement has been entered into, the terms of this Agreement, any difference between those terms and terms offered generally to other parties and any other conditions or facts relevant to this Agreement; and</p> <p>in respect of KM, any information, which is marked confidential or which ought reasonably to be treated or regarded as confidential, that is disclosed or supplied by KM to the Client relating to KM or its business in connection with this Agreement;</p>
<b>Design Documents</b>	all drawings, designs, charts, specifications, plans, software and any other documents or materials in any medium which have been created and/or developed by KM in the course of performing its obligations under this Agreement;
<b>Documentation</b>	<p>all documents or other information in writing which pertains to the Services, the Products, KM's performance of obligations under this Agreement, or otherwise in connection with this Agreement, including, without limitation:</p> <ul style="list-style-type: none"> <li>• correspondence, including all recoverable email correspondence, whether or not "deleted";</li> <li>• data;</li> <li>• reports;</li> </ul>

- drafts;
- records stored electronically including on computer hard drive, computer back up hardware and software, any removable device and documents which have been “deleted”; and
- additional information stored and associated with electronic documents, known as metadata;
- quotes and final invoices;

**Initial Consult**

The first 3 stages of the Services as specified in Schedule 1;

**Intellectual Property Rights**

all copyright, database rights, moral rights, design rights, trade marks, brands, rights in the nature of copyright, know-how, rights in proprietary and confidential information; all patents, registered designs, registered trademarks and applications and the right to apply for any of the foregoing; all rights in inventions and all other industrial, commercial and intellectual property rights and all other rights or forms of protection having equivalent or similar effect to any of the foregoing arising anywhere in the world;

**Liability**

any loss, liability, cost, charge, damage, expense (including reasonable legal and professional fees), action, proceeding, claim or demand (including taxation) whether incurred directly or indirectly, including any loss of profit, economic loss, loss of business or loss of reputation or goodwill, howsoever caused or arising;

**Personnel**

the directors, officers, employees, contract staff and agency staff of KM, and to the extent permitted by this Agreement and relevant, of any Sub-Contractor, used by KM to fulfil its duties in connection with this Agreement;

**Products**

to the extent set out in scope in Schedule 2, any products and materials, chattels or fixtures (if any) supplied or to be supplied by KM in connection with a furtherance of the Services;

**Schedule of Rates**

the list of rates for the Services issued by KM, as amended in writing from time to time, including the rates applicable at the Start Date, which are as set out in Schedule 3;

**Services**

The list of activities set out in Schedule 1;

**Service Recipients**

The Client, and, where applicable, the following other parties:

- (a) any other member of the Client’s group of companies;
- (b) any employee, officer, consultant or agent of the Client or of any other member of the Client;
- (c) any other person that the Client may notify to KM from time to time (each an “Additional Service Recipient”) following the commencement date of the Agreement;

<b>Specification</b>	the scope of Services and any ancillary services, products, plant and materials (if any) to meet the requirements of the Client
<b>Sub-Contractor</b>	any third party (including any Associate of KM or any employee of any such Associate) retained, engaged or appointed by KM to perform services and/or undertake works to or on behalf of KM;

1.2 Any reference to this Agreement will mean this Agreement as modified or varied from time to time and will include any Instruction issued pursuant to this document, and any supplemental agreements entered into in writing between the parties to this Agreement, in each case as amended, varied or supplemented in accordance with its terms.

1.3 The index and the headings to the Clauses and Schedules of this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

1.4 Any reference in this Agreement to a Clause or Schedule is a reference to a Clause of, or a Schedule to, this Agreement, and references to a paragraph is to paragraphs in the Schedule in which such paragraph appears.

1.5 Where the context so requires or admits, the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.

1.6 Any reference to "writing" includes reference to any written communication effected by facsimile or any comparable means but shall not include e-mail save to the extent that e-mail is determined by the Client to be a Secure Medium.

1.7 The expression "person" means any individual, firm, company, incorporated association, partnership, government, state, or agency of state, or joint venture.

1.8 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced and as a reference to all statutory instruments, notices or orders issued pursuant to it.

1.9 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules.

1.10 Any phrase in this Agreement introduced by the term "include", "including" "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.11 A reference in this Agreement to a "Party" shall be to each of the parties to this Agreement and "Parties" shall mean all of such parties and such terms shall be deemed to include a reference to such parties' permitted successors and assigns from time to time but only with effect from the time at which such succession or assignment takes effect.

For the avoidance of doubt, any reference to "Services" shall be to any of the Services set out in Schedule 1;

## **2. Term**

2.1 This Agreement shall commence on the Start Date and shall, continue until either the Client or KM terminate such Agreement and will apply to each and every discrete Product provided by KM as part of its Services. The terms and conditions of this Agreement shall continue to apply to any period where KM continues to provide the Services.

## **3. Appointment**

3.1 The Client appoints KM to:

3.1.1 Supply the Services as specified in Schedule 1;

3.1.2 Supply the Product as specified in Schedule 2;

3.2 KM acknowledges and agrees that the Client does not appoint KM as an exclusive or sole provider of the Services.

## **4. Services & Product**

4.1 KM shall complete the Services for the Client as detailed in Schedule 1;

4.2 KM shall complete and deliver the Product as detailed in Schedule 2;

## **5. KM's Obligations**

5.1 KM warrants that it shall perform the Services:

5.1.1 with all reasonable skill and care;

5.1.2 in accordance with the terms of this Agreement;

5.1.3 in accordance with Schedule 1, and such other standards or levels of performance as the Parties may agree in writing from time to time;

5.1.4 in accordance with the Specifications;

5.1.5 in accordance with all Applicable Laws including those which would apply to the Services if the Client was performing them itself;

5.1.6 it must exercise its professional judgement as to the manner in which those Services should be provided to ensure the health and safety of all persons who may be affected by the provision of the Services; and

5.1.7 it must properly supervise the carrying out of the Services and adequately manage the risks associated with the provision of the Services.

5.2 KM shall maintain a system for identifying and managing conflicts of interest and shall notify the Client immediately if any requirements of the Client pose an actual or potential conflict of interest to KM.

5.3 KM shall, as soon as possible (and in any event within 15 Business Days of becoming aware of the development) notify and keep the Client informed of any developments (including the financial standing on KM) that may have an adverse effect on KM's ability to meet its duties under this Agreement.

## **6. Documentation & Products**

6.1 KM shall (and shall procure that its Sub-Contractors shall) keep all Documentation or Products in the United Kingdom for the duration of this Agreement and for a period of 3 years following expiry or earlier termination of this Agreement .

6.2 KM shall deliver up to or otherwise provide at its own cost and in the manner (if any) directed by the Client from time to time true and complete copies of any Documentation or Products required by the Client as soon as possible after receipt of any such request and in any event by no later than the date

## **7. Charges and Payment**

7.1 Subject to KM complying with the provisions of this Agreement, the Client shall pay KM the Charges in accordance with this Clause 7.

7.2 At the completion of the Initial Consult process, the Client will pay 35% of the agreed Charges within 14 days of the date of invoice from KM.

7.3 At the completion and delivery of the final Product, the Client will pay the balance of the agreed Charges (including expenses as detailed in Schedule 3) within 14 days of the date of the invoice from KM.

7.4 The Charges relating to each of the Services and Product shall be calculated in accordance with the Schedule of Rates included at Schedule 3 and paid in accordance with the provisions of Schedule 3.

7.5 If the Client fails to pay on the due date any amount which is payable to the other under this Agreement then KM may charge interest on the outstanding amount from the due date until payment is made in full, both before and after any judgment, at 4 per cent per annum over the Bank of England's base rate as stipulated from time to time. The Parties agree that this Clause 7.5 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998 and shall, subject to the provisions of the Construction Act, be the sole remedy available to the Party entitled to interest for late payment, whether in contract, tort or restitution or otherwise.

## **8. Intellectual Property Rights**

8.1 All rights (including Intellectual Property Rights) in or to any information or documentation in whatever form stored and/or communicated:



- 8.1.1 provided by the Client or any Service Recipient (each the "IPR Owner") to KM (including any Sub-Contractor) or any of their Associates; or
- 8.1.2 produced by KM (including any Sub-Contractor) or any of their Associates on behalf of the IPR Owner; or
- 8.1.3 relating to Customers and obtained by KM (including any Sub-Contractor) or any of their Associates

in connection with this Agreement and the Services provided hereunder shall belong to and vest in the relevant IPR Owner and KM and once the balance of payment has been made to KM by the Client under Clause 7.3 above: (a) to that effect hereby assigns to the Client all existing and future Intellectual Property Rights in and to any such information and/or documentation which should vest in KM at any time by any means; and (b) hereby agrees that it will only use any such Intellectual Property Rights and/or documentation and/or information for the purposes of performing its duties in pursuance of and/or in accordance with this Agreement. Subject to the conditions in this Clause, KM hereby unconditionally and irrevocably waives in relation to any such Intellectual Property Rights, information and/or documentation all moral rights and shall procure such a waiver from its Personnel and the relevant Sub-contractors. The Client hereby grants to the KM and the Personnel a limited licence only to use such Intellectual Property Rights, information and/or documentation as necessary in order to perform the Services and for its own future promotion of its Services and Products to other third parties.

8.2 Subject to Clause 0, all Intellectual Property Rights in or to the Design Documents will remain vested in KM.

8.3 KM hereby undertakes that it will not grant to any third party the right to use any of the Design Documents and/or the Intellectual Property Rights in and to any of the Design Documents save under any warranty it is obliged to give under this Agreement or as otherwise required to enable it to fulfil its obligations under this Agreement.

8.4 KM will not be liable for any use the Client may make of the Design Documents otherwise than as contemplated, or in accordance with the terms of this Agreement.

8.5 KM warrants that the Design Documents are KM's own original work or the original work of its Sub-Contractors and the exercise of the Client's rights hereunder will not infringe the rights of any third party.

## **9. Confidentiality**

- 9.1 Each Party shall treat as confidential the Confidential Information of the other Party and hereby agrees to maintain secret and confidential all Confidential Information of the other, to respect the other's proprietary rights therein and to use the same exclusively for the purposes of this Agreement only. The provisions of this Clause 9 do not prohibit the receiving Party from disclosing, using or copying any Confidential Information of the other Party:

- 9.1.1 to those of its employees and professional advisers who need to know that Confidential Information and to the extent only for the purpose of exercising its rights or performing its duties under this Agreement provided that such employees and/or professional advisers are bound by obligations of confidentiality which are no less onerous as those set out in this Clause 9;
- 9.1.2 with the prior written consent of the other Party;
- 9.1.3 which it can show is in, or enters, the public domain through no act or default of the recipient Party or its directors, employees or agents;
- 9.1.4 which it can demonstrate from its written records, has been, generated by the receiving Party and/or its employees, independently of, and without knowledge of, the Confidential Information of the other Party;
- 9.1.5 which it can show was, in its possession and at its free disposal before the receiving Party received that Confidential Information from the other Party; or
- 9.1.6 that the Applicable Law or any Regulatory Body requires the receiving Party to disclose provided that prior notice of such disclosure is given to the other Party.

9.2 The obligations of confidence under this Clause 9 shall survive the expiration or termination of this Agreement and continue for as long as the information remains confidential.

## **10. Termination**

10.1 The Client may terminate this Agreement immediately by giving written Notice to KM if:

- 10.1.1 KM commits a material breach of any term of this Agreement provided that, in the case of any breach which is capable of being remedied, that breach has not been remedied by KM within 15 Business Days of a Notice from the Client to do so;
- 10.1.2 KM (or any of its Sub-Contractors) does anything which in the opinion of the Client is likely to damage the Client's reputation and goodwill with customers and potential customers;
- 10.1.3 there is any change in the management or staff of KM (or a Sub-Contractor) or its holding company which, in the opinion of the Client, will have or has had a materially adverse impact on the performance of KM's obligations under this Agreement or the Services which, if capable of remedy, has not been remedied by KM within 15 Business Days of having been given Notice to do so by the Client.
- 10.1.4 ceases or threatens to cease to carry on business or to suspend payment of any of its debts;

## **11. Consequences of Termination**

11.1 The termination of this Agreement will not affect any rights and remedies to which a Party may be entitled under this Agreement or at law and will not affect any accrued rights, responsibilities or liabilities of either Party or the coming into or continuance in

force of any provision that is expressly or by implication intended to come into or continue in force on or after the termination of this Agreement.

11.2 Provisions of this Agreement which are expressly stated to survive termination of the Agreement shall so survive together with such provisions as are implicitly expected, required or intended to survive.

## **12. Compliance with Applicable Laws**

### **12.1 Applicable Laws**

In performing its obligations under this Agreement, KM shall comply with all Applicable Laws which may from time to time be applicable and shall hold and maintain at all times during the term of this Agreement all licences, authorisations, consents, memberships and registrations necessary for it to operate and provide the Services and the Products lawfully.

### **12.2 Bribery Laws**

The KM shall and shall procure that persons associated with it or other persons who are performing services or providing goods in connection with this Agreement shall:

- 12.1.1 comply with all Applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("Bribery Laws");
- 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 12.1.3 not do, or omit to do, any act that will cause or lead the Client to be in breach of any of the Bribery Laws or Anti-Bribery Policy;
- 12.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by KM in connection with the performance of this Agreement;

## **13. Indemnity and Liability**

13.1 KM shall not be liable to the Client for any Liability that the Client incurs or may incur or for which the Client becomes or may become liable:

- 13.1.1 by reason of KM's or any of its Associates or a Sub-Contractor's performance of its duties under and in accordance with this Agreement
- 13.1.2 as a result of or in connection with the breach of this Agreement by KM or the wilful misconduct, negligence or misrepresentation of or by KM, its Associates or Sub-Contractors
- 13.1.3 as a result of breach of any Applicable Laws by KM, its Associates or Sub-Contractors;
- 13.1.4 as a result of or in connection with KM's, its Associates' or Sub-Contractors' performance of the Works or supply of Products to the Client; or
- 13.1.5 by reason of KM being in breach of any other duty owed by KM to the Client;

13.2 The provisions of this Clause 13 shall survive the expiry or earlier termination of this Agreement, howsoever caused.

#### **14. Anti-competitive practices**

14.1 The Client may terminate this Agreement with immediate effect and without recompense upon written notice to such effect if KM or any Sub-Contractor or any Personnel or any member of KM's Supply Chain from time to time is found by a court, tribunal, commission or other forum or agency of competent jurisdiction to be in breach of any provision of any Competition Law. Upon any such termination taking effect, all obligations of the Client to the KM under this Agreement shall cease to have any effect.

14.2 The Client otherwise reserves all rights it may have under any applicable Competition Law or Applicable Law.

#### **15. No Partnership**

15.1 Nothing in this Agreement shall constitute a partnership between the Parties and neither of the Parties shall do or suffer anything to be done whereby it shall or it may be represented that it is the partner of the other Party (save as aforesaid) unless such Party is appointed as partner of that other Party with the consent in writing of that Party.

#### **16. Waiver**

16.1 The failure or delay by either Party in exercising any right, power or remedy of that Party under this Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either Party of any right, power or remedy under this Agreement will not in any circumstances preclude any other or further exercise of it or the exercise of any other right, power or remedy.

16.2 Any waiver of a breach of or default under any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

16.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

## **17. Variation**

17.1 Except where expressly provided elsewhere in this Agreement, no change or other variation, amendment or alteration to this Agreement shall be effective unless it is in writing, expressly stated to vary or amend this Agreement, and signed by an authorised signatory of each Party.

17.2 The Parties shall effect all changes to this Agreement in accordance with the provisions of this Clause 17.

17.3 Any and all costs in connection with the implementation of any changes to this Agreement shall be borne in such manner as may be agreed between the Parties in writing.

## **18. Severability**

18.1 If any Clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other Clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

## **19. Entire Agreement**

19.1 This Agreement together with its Schedules, any Instructions issued pursuant to it, the documents expressly referred to therein as having been supplied by the Client to the KM, and KM's responses to the Client's invitation to tender for the Services constitutes the entire agreement and understanding between the Parties with respect to the matters dealt with in this Agreement and any Instructions, and supersedes any previous oral or written agreement, understanding, undertaking, representation, warranty or arrangement of any nature whatsoever between the Parties in relation to such matters.

19.2 Subject to Clause 19.1, the Parties acknowledge that they have not entered into this Agreement in reliance upon any warranty, representation, covenant, undertaking, agreement, term or condition which is not set out in this Agreement.

## **20. Counterparts**

20.1 This Agreement may be executed and delivered in any number of counterparts, each of which when so executed will be an original, but together will constitute one and the same instrument. This Agreement may also be executed through exchange of emails from The Client and KM.

## **21. Governing Law and Governing Jurisdiction**

21.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the laws of England and Wales.

21.2 Each Party to this Agreement irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation and, for these purposes, each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been signed by the Parties on the date stated at the beginning of it.

## **Schedule 1: The Services**

### **The Services**

From the Start Date of this Agreement, and for a period of time thereafter, KM commits that it will complete the following stages of interaction with the Client, which will constitute the Services unless otherwise agreed in writing by the Client and KM:

1. Initial phone/Skype call to ascertain the client's business name, location and purpose.
2. Follow-up face-to-face meeting with the client to establish the brief of the video, get a rough outline of the details that will be included in the video, and the company USP's. KM has a standard client questionnaire which makes the information gathering process speedy and effective. The process for scripting, voicing and music will be agreed with the Client and KM, and KM will seek to then obtain formal client agreement to proceed.
3. The details of the video will be put into a script format and a brief will be drafted for the video that the client can then sign off on. Logistics will also be agreed and dates for filming will be finalised.
4. Shooting happens, potentially across several days, depending on logistics.
5. Video editing will be completed on a standard video within 5 working days, depending on circumstances.
6. Video will be submitted to the client for review. Clients will normally be expected to request amendments once before a video is produced.
7. Final version of video will be made available to the client.

The first 3 stages above shall constitute the Initial Consult.

## **Schedule 2: The Product**

### **The Product**

The Product will be a completed video available on YouTube, Vimeo or such other media device that both the Client and KM so agree

### **Schedule 3: Charges**

#### **1. Charges**

1.1 The Client will be liable to pay the Charges on the basis of Schedule 7 above.

1.2 The Charges will be based on the following formula of costs:

1.1.1 The actual number of days necessary to complete all of the Services and Product for the Client, multiplied by a day rate per person, such day rate to be agreed with the Client before the commencement of the Initial Consult;

1.1.2 All reasonable expenses incurred in the completion of the relevant Services and Product for the Client, including (but not exclusively), car mileage rates (charged at the standard allowable business mileage rates as specified by HMRC from time to time), public transport costs, Congestion charges and any necessary reasonable accommodation and subsistence charges as required from time to time to complete the Services and Products;

#### **2. Schedule of Rates**

[To be Included for each Client or as agreed by both Parties and confirmed by both Parties via email from time to time]

**IN WITNESS WHEREOF** this Agreement has been signed by the Parties:

Signature:	
	For and on behalf of the Client
Name:	
Position:	
Date:	

Signature:	
	For and on behalf of KM
Name:	
Position:	
Date:	



1. Initial phone/Skype call to ascertain the client's business name, location and purpose.
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7. Final version of video will be made available to the client.

[https://www.youtube.com/watch?v=h5JFfDyt6Ro&ab\\_channel=KnightMedia](https://www.youtube.com/watch?v=h5JFfDyt6Ro&ab_channel=KnightMedia)