



CAPTURE AND MOTION - PRODUCTION POLICY

This Production Policy governs how projects are booked, executed, reviewed, and delivered at Capture And Motion, a visual production house. It ensures transparency, creative clarity, and smooth collaboration for all projects.

By confirming a booking with Capture And Motion, the client agrees to this Production Policy, including Annexure A - Crew Hiring & Engagement Policy, and the accompanying General Terms & Conditions.

1. Booking & Confirmation

- A project is confirmed only after:
 1. Written confirmation from the client.
 2. Receipt of the signed agreement with initials on all pages.
 3. Receipt of the advance payment.
- Verbal discussions or tentative dates do not constitute confirmation.
- Shoot dates are reserved first-come, first-served after the above steps.
- Written evidence is required for submissions to avoid disputes.

2. Payment Terms

- Advance Payment: 50% of project value at booking to secure dates, crew, and equipment.
- Post-Shoot Payment: 25% within 24 hours after the shoot completion.
- Final Payment: Remaining 25% before final delivery.
- Late Payments: 2% interest per month (or the maximum permissible under applicable law) on overdue amounts.
- Final outputs are shared with watermarks for review; non-watermarked files are released only after full payment.
- Multi-stage approvals may incur partial fees if cancelled midway (percentages defined in quotation).
- Ownership & Usage: Capture And Motion retains ownership until full payment; deliverables may be withheld until cleared.
- Unauthorised use of watermarked content may incur additional charges or legal action.
- All payments are non-refundable unless explicitly stated otherwise in writing.

3. Shoot Duration & Working Hours

- Defined in quotation.



- Extended hours incur additional charges at the rates in the quotation.
- Delays caused by location access, client readiness, or third parties may be billed.

4. Travel, Accommodation & Logistics

- Unless stated otherwise, the client bears all travel, accommodation, food, local transport, permits, and logistics.
- Any special requirements or permissions must be communicated at least 7 days in advance.
- Air travel with equipment: If production equipment must be transported by plane, any extra luggage charges or airline fees are the client's responsibility.
- Weather, force majeure, or location restrictions may adjust timelines without penalty.

5. Client Responsibilities

Clients must:

- Provide timely access to locations and personnel.
- Secure all permissions and approvals.
- Designate a single point of contact.
- Supply all content (text, logos, graphics, high-res images) before deadlines.
- Ensure a safe and cooperative environment.

Delays may affect timelines and incur additional charges.

6. Creative Process

- Capture And Motion follows a collaborative, story-driven approach.
- References and expectations should be shared before production.
- Creative decisions on framing, lighting, pacing, and storytelling remain professionally at Capture And Motion's discretion.
- While client feedback is valued, final creative decisions will align with the agreed brief and professional standards of Capture And Motion.

7. Editing & Revisions

- Editing includes a limited number of revision rounds per quotation.
- Revision requests must be clear, consolidated, and within the approval window.
- Additional revisions are chargeable.
- Failure to approve within the timelines results in approval being deemed confirmed.
- Re-edits post-delivery are charged separately.



- Revisions are limited to changes within the originally approved concept, structure, and duration. Requests that alter narrative direction, duration, or scope will be treated as change requests.

8. Approval Timeline

- Clients must review watermarked previews within 72 hours.
- No feedback within 7 calendar days = deliverables deemed approved, final invoicing proceeds.
- Disputes after deemed approval are only valid if documented errors are identified.

9. Scoping & Change Management

- All deliverables and project scope are documented in the Scope of Work attached to the quotation/agreement.
- Work outside this scope constitutes a change request and requires a new quotation.

10. Content Accuracy & Copyright

- Client warrants that all materials (text, logos, images, music, etc.) are owned or licensed for use.
- Client indemnifies Capture And Motion for any copyright or IP claims arising from supplied materials.
- Client must provide assets in approved formats and resolutions.

11. Confidentiality

- Both parties agree to keep non-public project information confidential.
- Disclosure allowed only when required by law or with written consent.

12. Behind-the-Scenes (BTS) & Social Media Sharing

- Capture And Motion may capture BTS photos and videos during production for marketing, social media, or promotional purposes.
- BTS content may include crew at work, equipment setup, or snippets of the project, but will not disclose confidential or sensitive client information.
- The client may request restricted use of specific areas or sensitive content in writing prior to production.
- Posting BTS content does not affect final deliverables or ownership rights.
- Clients retain the right to review and request the removal of specific BTS snippets prior to posting if requested in advance.
- BTS content will not be used to misrepresent the final project or the client's brand.



13. Delivery Timeline

- Defined in quotation.
- Delays caused by client content, approvals, or payments may extend timelines.
- Final deliverables are released only after full payment.

14. Content, Materials & Raw Data

- Raw footage/photos are not included unless specified.
- Raw data is chargeable; delivery requires full payment.
- External hard drive costs borne by the client; storage limits must be agreed.
- Raw data delivered as-is; Capture And Motion is not liable for loss beyond 30 days.
- Clients are advised to download and securely store all delivered data upon receipt.
- Working files/templates remain Capture And Motion's IP; release requires a separate license.

15. Cancellations & Rescheduling

- 72+ hours before shoot: Any refund, if applicable, will be determined based on work completed, resources blocked, and third-party costs incurred.
- Within 72 hours: Advance non-refundable.
- Same-day cancellations: Up to 50% of the total project value may be billed, including the advance already paid.
- Rescheduling subject to availability; additional charges if crew, equipment, or travel is confirmed.

16. Project Abandonment & Kill-Fee

- Lack of client communication or approvals may trigger project abandonment.
- Payments made are non-refundable; the remaining balance is immediately due.
- Restarting requires a new quotation.

17. Usage Restriction Before Final Payment

- Until full payment, clients:
 - Do not acquire usage rights.
 - May not publish or distribute content.
 - Access only to watermarked previews.

18. Portfolio & Self-Promotion

- Capture And Motion may use final content for portfolio, website, social media, showreels, and pitches.



- Portfolio use occurs after the client publishes or after 6 months if unpublished.
- Confidentiality requirements must be communicated before the project starts.

19. Drone Permissions & Compliance

- Comply with DGCA, Digital Sky platform, local permissions, airspace rules, and weather guidelines.
- Client must provide permissions and disclose restricted zones; failure = material breach.
- Clients provide security/escort for safe drone use.
- Capture And Motion may stop or refuse flights if unsafe; no refund for drone denial.
- Clients bear damage/loss liability caused by unsafe conditions or invalid permissions.
- Drone footage follows the same payment, approval, raw data, and usage policies.
- Insurance may be required for high-risk shoots.

20. Property & Model Release

- Property Release: For shoots on private property, the client must ensure all necessary permissions or written releases from owners or management are obtained before the shoot.
- Model Release: If identifiable people appear in the project (including employees, residents, or extras), model release forms must be signed permitting use in marketing, promotional, or commercial contexts.
- Capture And Motion Support: Capture And Motion can provide standard property and model release forms for the client's use.
- Capture And Motion may refuse to use images/videos without proper releases.
- Obtaining signed releases is primarily the client's responsibility, unless otherwise agreed in writing.
- Capture And Motion is not liable for disputes arising from missing or invalid releases.

21. Safety & Conduct

- Capture And Motion may pause or cease work if conditions are unsafe, abusive, or unprofessional.
- No refunds apply in such cases.

22. Force Majeure

- Capture And Motion is not liable for delays due to natural disasters, strikes, government restrictions, or technical failures.



- Clients notified promptly, timelines adjusted reasonably.

23. Crew Engagement & Third-Party Personnel

- Capture And Motion may engage freelance, contractual, or third-party crew members for project execution. All such personnel operate under the direction and creative control of Capture And Motion and are governed by **Annexure A - Crew Hiring & Engagement Policy**, which forms an integral and binding part of this Production Policy.
- Capture And Motion is not responsible for personal equipment, belongings, or personal injury of crew members unless caused by proven gross negligence.
- Delays arising from crew availability due to illness, force majeure, or regulatory restrictions shall not be considered a breach of contract.
- Crew members are prohibited from publishing BTS or project material without prior written approval.
- Capture And Motion shall not be liable for delays, rework, or limitations arising from crew non-performance beyond reasonable control.

24. Intellectual Property & Licensing

- Ownership remains with Capture And Motion until full payment.
- Post-payment, clients acquire usage rights as defined; underlying IP remains Capture And Motion's.

25. Data Protection & Privacy

- Capture And Motion complies with applicable data protection laws.
- Clients must disclose sensitive or personal data for regulatory compliance.

26. Limitation of Liability

- Capture And Motion's total liability is limited to the fees paid for the project.
- Excludes indirect, consequential, or lost profit claims.

27. Governing Law & Dispute Resolution

- This agreement shall be governed by and construed in accordance with the laws of India.
- Any disputes arising out of or in connection with this agreement shall first be attempted to be resolved through mutual discussion.
- In the event that such resolution is not achieved, the dispute shall be subject to the exclusive jurisdiction of courts at Yamuna Nagar, Haryana, India.



CAPTURE AND MOTION
WHERE VISION MEETS VISUALS
CREATIVE DIRECTION & VISUAL PRODUCTION

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28. Acceptance

Confirmation of booking, payment of advance, or written communication approving the quotation shall constitute legal acceptance of this Production Policy and Annexure A.