

JAMES M RUSSELL LTD. t/a James Russell

Terms & Conditions of Work

2023

This document covers our Terms & Conditions for work we carry out, as well as providing additional information about our workflows and procedures. Please read this carefully before confirming any work with us and don't hesitate to ask if you have any questions.

Throughout this document, "we" & "our" refers to JAMES M RUSSELL LTD.

Visual:

We film in BlackMagic RAW on 6K cinema cameras which are certified for use as 'A' cameras on Netflix productions. Our lighting set up includes industry standard gear from Aputure.

Audio:

We have a great microphone collection, catering for almost any type of recording. Whether you have a whole band, a string quartet, or just a vocal, our microphones can bring their sound to life in the most flattering way with a great sense of realism and depth. All captured through crystal clear, or characterful and colourful (depending on the application), preamps and converters.

Our microphone list includes offerings from Neumann, AEA, STC Coles and Line Audio amongst others. We use a full height Decca Tree for strings and only use Van Damme/Neutrik cabling to ensure maximum quality - including in our 50m 32 channel analogue multicore when working on location.

We typically use a 64 channel Pro Tools HDX Dante rig for location and studio recordings and mixing. We also have a UA Apollo rig for smaller scale recording and use Grace Design converters for mastering. We have an extensive plugin collection made up of UAD, FabFilter, LiquidSonics Seventh Heaven, Sonnox, SSL Native, SoundToys, Oaksound Sooth2 amongst many more.

For anything else required for a project, we has great relationships with hire shops and rental houses to ensure streamlined access to anything needed.

Invoices & Payment:

Unless explicitly agreed otherwise, we expect to receive payment of our invoices in advance of work beginning, and certainly no later than the hand over of final content.

Cancellation:

After confirmation of any work, it can only cancelled by mutual consensus. Refunds and/or reduced fees will be considered on a case by case basis in this instance depending on factors including time until the work was due to commence, and if any pre-production, equipment, venue, or staffing costs have already been undertaken for the project.

Security of Content:

All digital assets are held on external hard drives which are kept securely. We use a RAID system and have additional off-site backups for important content. Secure assets are never shared outside the company/people involved with a project.

Formats and Deliverables:

We are able to provide content in all standard formats, including iTunes, VEVO, UK & USA TV etc. Please make sure to let us know as early as possible which deliverables you require for your project.

Metadata including ISRC codes can be added to many types of content.

Rights & Royalties:

We allow you to use content we provide for you for any purpose at any time in future. This permission is at our sole discretion and may be revoked at any time in specific cases. We always retain ownership of all material, unless explicitly agreed otherwise.

We may choose to publicise/release any content we create on any platform at any time. This includes on our website and social media profiles to promote our work. We take into account sensitive content, only sharing identifiable work after any press embargoes or release dates etc.

Content & Revisions:

We want every project we work on to turn out as well as possible, and as such we are often happy to provide our expertise and advice on all aspects of the productions we work on, even when this exceeds the role we are directly involved in. When working with us we always endeavour to create content that exceeds our clients' expectations. In circumstances where this is not the case, we may be able to offer a form of compensation that we deem appropriate (e.g. a discount on future work). This is at our sole discretion. We always retain creative control.

Revisions are available for £50 in most cases (including most, but not all, music mixing and mastering, concert films and music videos etc.). If you would like to know the number of revisions and pricing you will have available to you, please contact us for more information.

We retain projects on work drives for 1 week after content has been delivered to you. Please let us know within this time if you would like to request any revisions (subject to charges). After this time, you may need to pay an additional fee for us to access the projects from archival drives.

Delivered files will remain on transfer sites (Dropbox, WeTransfer, Google Drive etc.) for a minimum of 1 week. Please ensure that you download your content to a safe place at your earliest convenience within that time, or let us know if you have any issues. We may be able to resend you content after this time, but you may need to pay an additional fee for us to access the projects from archival drives.

Previewing content before you download it may lead to issues where the video and audio appear to be out of sync or only play a short extract of the content. However, your video will play as expected when opened in a professional media player (e.g. VLC) or when uploaded to YouTube/Instagram/Facebook or distributors.

Safety and Risks:

Whilst all work we carry out is low risk, we cannot accept any responsibility for injuries obtained while working with us. We have robust safety procedures in place, including with particular reference to the challenges imposed by the global COVID-19 pandemic.

We cannot accept any responsibility for items / property lost or damaged whilst working with us.

Smoke/fog and light effects are often used during our filming sessions. Please advise if you have any specific medical needs that should be taken into account.

Detailed risk assessments compiled in line with regulations followed by the BBC and all other major broadcasters are available for your reference.