sar
event production

TERMS & CONDITIONS

1. Introduction

These Terms and Conditions (hereinafter referred to as "Terms") govern your use of the audio-visual services provided by Sara Said ("we," "us," or "our"). By using our services, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our services.

2. Services

These Terms cover the audio-visual services and/or equipment rental and/or media creation services which we are offering you, and cover the work performed by any of our directors, employees, sub-contractors or any other person acting on our behalf when rendering you the services which have been agreed between us and yourself.

3. Equipment Rental

You shall be fully responsible for the proper use, care and protection of any equipment provided by us to you. Any damage or loss (including theft) to/of the equipment, beyond normal wear and tear, shall be your responsibility, and you will be charged for repair or replacement costs.

All equipment shall be returned back to us in the state and working order that it was provided, and on the date and time requested by us.

Prior to providing you with the equipment, we will make sure that it is in working order. Unless you notify us otherwise immediately upon delivery, the equipment provided shall be deemed to be in full working order. Therefore, if the equipment stops working whilst in your possession, it shall be deemed that the equipment suffered damage whilst in your hands, and therefore you shall bear the responsibility for that damage, whether or not caused by you, or a third party.

4. Payment Terms

Payment shall be due within 30 days following the provision of a Proforma Invoice/Invoice to the contact details provided by yourself, whether provided physically, or by electronic means. We reserve the right to require a deposit before commencing services. Failure to pay invoices on time may result in the suspension or immediate termination of services.

If payment is not received by the due date, a late payment fee will be applied. The late payment fee is calculated using compound interest at a rate of 5% per month, compounded monthly, on the outstanding balance. Interest will continue to accrue until the full payment is received.

5. Cancellation and Rescheduling

Cancellations and rescheduling requests must be made in writing. The following fees apply:
Cancellations made 7 days before the scheduled service date: no charge.
Cancellations made less than 7 days before the scheduled service date: 50% of the total service fee.
Cancellations made less than 2 days before the scheduled service date: 75% of the total service fee.
Rescheduling requests made 7 days before the scheduled service date: no charge.
Rescheduling requests made less than 7 days before the scheduled service date: 50% of the total service fee.
Rescheduling requests made less than 2 days before the scheduled service date: 75% of the total service fee.

6. Intellectual Property

All intellectual property rights in the services, including but not limited to, recordings, videos, and other deliverables, remain with us until full payment is received. Upon payment, you will receive a non-transferable license to use the deliverables for the agreed purposes. The Parties may agree to an ulterior licensing arrangement in writing.

Unless specifically agreed otherwise, we shall retain ownership of the underlying design of all media created for you. With the exception of logos, and other proprietary material which belongs to you, the design elements and patterns included in our media creation services shall remain intellectual property belonging to us.
You are therefore not allowed to use design elements and patterns of media created for you by us, without our prior written consent, or unless the underlying design elements and patterns are specifically included as part of our agreement.

7. Indemnification for IP Rights Breach

You shall be responsible to ensure that any instructions, logos, or other design elements requested and/or provided by you do not breach any third party intellectual property rights. If they do you shall ensure that we remain fully indemnified in case any action is taken against us in that regard.

8. Confidentiality

Both parties agree to keep confidential all information relating to the agreement between us and yourself, except for information that is already in the public domain or required to be disclosed by law.

9. Liability

We shall not be held liable for any loss or damage arising out of or in connection with our services, except for the in the case of proven gross negligence or fraud. In such cases, our liability shall be limited to the amount paid for the services. We are not liable for any indirect, incidental, or consequential damages.

We shall not be liable for any damages suffered by you for any matter that is outside of our control, including damages to your premises, equipment, theft, fire etc.

10. Health and Safety

You agree to provide a safe and secure environment for our team to perform the services, and you shall be fully responsible and liable for the same. This includes complying with all relevant health and safety laws and regulations. You must inform us of any potential hazards at your premises or event location and cooperate with any health and safety measures we deem necessary. We reserve the right to suspend or terminate services if we believe health and safety are at risk, and also reserve the right to charge you for any damage suffered by us and our directors, employees, sub-contractors or any other person acting on our behalf, as well as any damages suffered to our equipment.

11. Force Majeure

We are not liable for any failure or delay in performing our obligations under these Terms if such failure or delay is caused by events beyond our reasonable control, including but not limited to acts of god (such as fire, hurricane, earthquake, flooding etc), natural disasters, war, riots, terrorism, pandemic, or industrial disputes.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of Malta. Any disputes arising out of or in connection with these Terms will be subject to the exclusive jurisdiction of the courts of Malta.

13. Amendments

We reserve the right to amend these Terms at any time. Any amendments will be effective immediately upon posting on our website or otherwise notifying you. Your continued use of our services after any amendments constitutes your acceptance of the new Terms.