

EIGHT
ENGINES

Terms & Conditions

Commercial video production services



Effective 12 July 2026

These terms are intended for business-to-business engagements. Any consumer engagement should be documented under separate consumer terms.

How these terms work

These Terms and Conditions apply to every quotation, estimate, order, statement of work, booking, invoice and project agreed with Eight Engines Ltd unless the parties expressly agree otherwise in writing. The project-specific quotation or statement of work takes priority where it expressly conflicts with these terms.

1. Definitions

Company means Eight Engines Ltd.

Client means the person, firm, agency, company, public body or other organisation to whom a quotation, order confirmation or invoice is issued.

Contract means the agreement between the Company and the Client comprising the accepted quotation, estimate, statement of work, purchase order or other written booking confirmation together with these Terms and Conditions.

Services means the production, filming, photography, post-production, creative, consultancy or other services described in the Contract.

Final Deliverables means the finished edits, masters or other outputs expressly identified in the Contract for delivery to the Client.

Rushes means raw camera and audio recordings created during production before editing, grading, mixing, graphics, mastering or other post-production.

Project Files means edit timelines, source project files, working files, layered graphics, source animation files, grading projects, audio sessions, proxies, caches and other production or post-production working materials.

Third Party Materials means music, stock footage, fonts, software, templates, performances, locations, artwork or other material owned or controlled by a third party.

2. Basis of Contract and Scope

The Company will provide the Services and Final Deliverables described in the Contract. Anything not expressly included is outside scope and may be quoted separately.

A Contract is formed when the Client confirms acceptance of a quotation or booking in writing, issues a purchase order, pays a deposit, instructs the Company to begin work, or otherwise clearly authorises the Services to proceed.

If a Client purchase order or supplier portal contains its own standard terms, those terms will not override these Terms and Conditions unless the Company expressly accepts them in writing.

3. Quotations, Estimates and Changes

Quotations and estimates are valid for 30 days from the issue date unless stated otherwise. They are based on the information, assumptions, scope and schedule known at that date.

The Company will tell the Client about material additional costs arising from requested changes, additional work or changed assumptions and will seek written approval before incurring them where reasonably practicable.

If urgent work is required to protect the production, schedule, equipment, crew or agreed delivery and it is not reasonably practicable to obtain approval first, the Company may incur reasonable necessary costs and will notify the Client as soon as practicable.

4. Client Responsibilities

The Client must provide timely briefs, information, access, decisions, approvals, brand assets and other materials reasonably required to perform the Services.

Unless the Contract states that the Company is responsible for them, the Client is responsible for obtaining and paying for permissions, releases, access, permits and clearances for Client-supplied locations, contributors, trademarks, artwork, claims and materials.

The Client warrants that materials and instructions it supplies may lawfully be used for the project and will not infringe third-party rights.

The Client is responsible for the factual and legal accuracy of claims, offers, prices, product statements and regulated messaging it asks the Company to include. The Company does not provide legal, regulatory or advertising-compliance advice unless expressly agreed.

Where the Client is an agency or intermediary, it remains responsible for payment and performance of the Contract unless the Company expressly agrees in writing to contract directly with the end client.

5. Payment

Unless otherwise agreed in writing, deposits and payments are non-refundable except where these terms expressly provide otherwise.

For projects over £5,000 ex VAT, 50% of the total project cost is invoiced on project agreement and must be paid before the first shoot day. The remaining 50% is invoiced on completion of the shooting period with 30-day payment terms.

For projects of £5,000 ex VAT or less, the total project cost is invoiced on the final day of the shooting period with 30-day payment terms, unless the quotation specifies another schedule.

The Company may require cleared funds before releasing Final Deliverables, Rushes, Project Files or high-resolution masters, particularly where invoices are overdue or the Contract provides for prepayment.

If any undisputed sum is overdue, the Company may suspend work, withhold delivery and revise the production or delivery schedule without liability for resulting delay.

The Company reserves the right to claim statutory interest and fixed-sum debt recovery compensation on qualifying late commercial payments under the Late Payment of Commercial Debts (Interest) Act 1998, together with any further reasonable recovery costs available by law.

6. Booking, Cancellation and Rescheduling

Subject to availability, the Company may pencil dates without obligation. A date is not confirmed until the Company confirms it in writing and any required deposit or prepayment has been received.

Confirmed shoot dates cancelled by the Client within 72 hours of the scheduled call time are charged at 50% of the affected production fees. Cancellation within 24 hours is charged at 100% of the affected production fees.

In addition, the Client must reimburse any non-cancellable or already-incurred third-party costs, travel, accommodation, location, talent, equipment, permit, freight or similar commitments attributable to the project.

A request to move a confirmed shoot date is treated as a cancellation unless the Company agrees otherwise. Where the Company can reschedule crew and suppliers without loss, it may at its discretion transfer some or all cancellation charges to the replacement date.

If filming cannot proceed because the Client, its contributors, location, products, access, permissions or materials are unavailable or not ready, the affected time is chargeable and reasonable additional costs of rescheduling or extended production may be added.

7. Working Hours, Overtime and Travel Time

A full filming or production day is 11 hours, including travel to the filming location and a one-hour meal break, unless the quotation states otherwise.

Unless otherwise agreed, overtime is charged at one-fifth (1/5) of the relevant crew member's daily rate for each additional hour, after a 15-minute grace period. The Company will use reasonable efforts to notify the Client when overtime is likely.

Unless otherwise agreed, work on Sundays and UK Bank Holidays is subject to a 25% surcharge on the relevant daily rates.

Where a production requires travel, unusually early calls, overnight work, split days or insufficient turnaround between working days, the Company may require a revised schedule, additional crew, accommodation or other measures reasonably necessary for safety and compliance.

8. Revisions, Feedback and Scope Creep

Unless the quotation states otherwise, two rounds of reasonable revisions to each Final Deliverable are included.

A revision round means one consolidated set of feedback supplied by the Client following delivery of a review version. Fragmented feedback from multiple stakeholders may be treated as separate rounds if it materially increases the work required.

Changes to an approved brief, script, storyboard, edit direction, duration, format, aspect ratio, language, graphics approach or other agreed creative decision may be treated as additional work even if revision rounds remain.

Additional revisions or changes outside scope are chargeable at the Company's then-current rates or at a fee agreed before the work is undertaken.

If Client feedback or approval is delayed, the Company may move the project in its schedule and revise any previously indicated delivery date.

9. Delivery, Acceptance and Storage

The Company will deliver the Final Deliverables in the formats set out in the Contract. Additional exports, versions, cut-downs, aspect ratios, subtitles, language versions or platform-specific masters are chargeable unless included in scope.

The Client should notify the Company promptly of any technical defect in a Final Deliverable. Creative changes are dealt with under the revision provisions above.

The Company will take reasonable care of project media while the project is active, but is not an indefinite archive service. Unless otherwise agreed in writing, the Company may delete Rushes, Project Files and other working media 90 days after final delivery or project termination.

The Client is responsible for securely archiving Final Deliverables once supplied. Long-term storage or archive services can be agreed separately.

10. Intellectual Property, Final Deliverables and Rushes

All intellectual property rights in work produced by the Company remain with the Company until all sums due under the Contract have been paid in full.

Unless the quotation expressly states that copyright is assigned, on full payment the Company grants the Client a perpetual, worldwide, non-exclusive licence to use, copy, publish and distribute the Final Deliverables for the purposes and media contemplated by the Contract, subject to any Third Party Materials and usage restrictions.

Rushes and Project Files are not included in the price for Final Deliverables and remain the property of the Company unless expressly agreed otherwise in writing.

Rushes may be supplied to the Client at a rate of £1,500 per recorded hour ex VAT, unless a different fee is agreed in writing. Reasonable media, transfer, storage, courier, drive and preparation costs may be charged in addition.

Supply of Rushes does not include Project Files, edit timelines, layered graphics, source animation files, music stems, grading projects or other working files unless expressly agreed.

Where Rushes contain Third Party Materials or material the Company is not entitled to sublicense, the Company may omit, mute, watermark or otherwise restrict that material. Any third-party relicensing cost is payable by the Client.

If the quotation expressly provides for an assignment of copyright in specified Final Deliverables, the Company will execute reasonable further documentation required to give effect to that assignment after full payment, subject always to retained rights in Rushes, Project Files, pre-existing materials, know-how and Third Party Materials.

11. Music, Talent and Third Party Licensing

Music and other Third Party Materials are licensed only for the term, territory, media and uses stated in the quotation, licence or project brief. Where the quotation is silent, the Company will use reasonable efforts to select licensing appropriate for the intended use communicated by the Client.

The Client is responsible for renewal or extension costs if it wishes to continue or expand use after a licence expires or outside the licensed territory, media or campaign.

Talent, voiceover, influencer, presenter, performer, location and stock usage may be subject to separate buyout or licence terms. The Client must not use the affected material beyond those terms without obtaining any necessary extension.

12. Marketing Use and Confidentiality

Unless otherwise agreed in writing before production, the Company may use excerpts from the Final Deliverables, Rushes and behind-the-scenes material in its showreel, website, awards entries, credentials, pitches, social media and other self-promotional activity after the project has been made public by the Client.

Where a project is confidential, embargoed or commercially sensitive, the Client should identify this in writing. The Company will respect any agreed embargo or confidentiality restriction.

Each party must keep confidential information received from the other party confidential and use it only for the purposes of the Contract, except where disclosure is required by law or the information is already lawfully public.

13. Data Protection

Each party will comply with applicable UK data protection law in connection with the Contract.

Where the Company processes personal data solely on the Client's documented instructions as a processor, the parties will put in place the data-processing terms required by applicable law, including the mandatory processor provisions under Article 28 UK GDPR, before or as part of that processing.

The Company may process business contact details and project administration data as an independent controller for legitimate business purposes including project management, billing, record-keeping and legal compliance, in accordance with its privacy information.

14. Travel and Accommodation

Travel, accommodation, subsistence, freight, carnets, visas, parking, tolls and related production expenses are charged as specified in the quotation or, where not fixed in advance, at reasonable actual cost plus any agreed handling or production fee.

If travel arrangements must change because of Client instructions, schedule changes, contributor availability or circumstances outside the Company's reasonable control, the resulting reasonable additional cost is payable by the Client.

15. Liability and Insurance

The Company maintains business insurance appropriate to its operations, including public liability, employers' liability and equipment cover as applicable.

Nothing in the Contract limits or excludes liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the paragraph above, the Company will not be liable for indirect or consequential loss, loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunity or loss arising from Client-supplied material, instructions, claims or permissions.

Subject to the paragraph above, the Company's aggregate liability arising out of or in connection with a Contract will not exceed 100% of the fees paid or payable to the Company under that Contract.

The Company is not responsible for platform changes, broadcaster rejection, advertising account decisions, algorithmic performance, campaign results or other outcomes outside the Services expressly agreed.

16. Force Majeure

Neither party is liable for delay or failure to perform obligations caused by events beyond its reasonable control, including severe weather, natural disaster, epidemic or pandemic, industrial action, transport disruption, power or communications failure, venue closure, civil emergency, government restriction or serious illness affecting essential personnel.

The affected party will use reasonable efforts to mitigate the effect of the event. The parties will work in good faith to reschedule affected Services where practicable. Non-refundable third-party costs already committed remain payable unless recovered from the relevant supplier.

17. Termination

Either party may terminate a Contract if the other commits a material breach and, where the breach can be remedied, fails to remedy it within a reasonable written notice period.

The Company may suspend or terminate Services immediately if the Client fails to pay overdue sums, requires unlawful or unsafe work, or behaves in a way that creates a material risk to crew, equipment or the production.

If a Contract ends for any reason, the Client must pay for Services performed up to termination together with all committed, non-cancellable or cancellation costs and any sums otherwise due under these terms.

Where termination results solely from the Company's inability to perform and is not caused by force majeure or Client default, the Company will refund any advance payment relating to Services it has not performed, after deducting agreed work already completed and irrecoverable project costs.

18. General

No failure or delay by either party to enforce a right under the Contract is a waiver of that right.

If any provision is found unenforceable, the remaining provisions continue in force and the invalid provision will be treated as modified only to the minimum extent necessary to make it enforceable.

Neither party may assign the Contract without the other party's written consent, except that the Company may subcontract elements of the Services while remaining responsible for delivery of the contracted Services.

A person who is not a party to the Contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes prior discussions or representations, except in the case of fraud.

Any amendment to a live Contract must be agreed in writing by both parties. The Company may update these standard Terms and Conditions for future Contracts, but an update does not retrospectively change an existing Contract unless the parties agree.

The Contract and any dispute or claim arising from it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

19. Contact

For questions about these Terms and Conditions, please contact:

Rupert Grimshaw

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