

## TERMS AND CONDITIONS

### 1 General

It is agreed that the terms set out in this booking form is the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing. By signing the wedding video booking form the bride & groom and/or their authorised agents.

### 2 Payments

Following Payment of the booking deposit fee, the remaining balance is due to be paid at least seven to ten working days prior to the date of the Wedding.

### 3 Special Requests / Coverage

The Client understands and accepts that the video coverage will be as the videographer professional expertise determines and that no one on the final video will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the Client's wishes. Any special requests not notified on this booking form must be made by the Client to the videographer in writing.

Reasonable efforts are taken to video film family and friends in-group shots, however these will only be taken if time and weather permit. No responsibility is accepted for any specific individuals missing from group shots, for whatever reason.

### 4 The videographer

On occasions and without notice, it may be necessary for the videographer originally specified to be substituted by another videographer, (e.g. due to ill health). Additional hours will be charge at the videographer current commercial hourly rate, in force at the time of the wedding.

### 5 DVD Video

It is sometimes impossible to record on film the exact colour as seen by the human eye. When filming in church, registrar office permission may not be given by the Vicar / registrar to have additional lighting, thou our cameras can film in low light situation.

### 6 Copyright

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such video are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically / electronically or by any other means an image created as part of this contract without the permission of the videographer in writing.

### 7 Digital Files / Film Clips

Digital files remain the property of the videographer.

### 8 Licences

The videographer shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The videographer judgement regarding the locations/poses and of video film taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the video requested.

### 9 Force Majeure or Act of God

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

### 10 Cancellations

The Client may cancel this contract at any time by giving written notice to the videographer but in doing so shall forfeit any monies paid. Should the videographer receive cancellation less than ten weeks prior to the date of the ceremony, the Client shall in addition, pay a sum equal to Fifty% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the Photographer would suffer. If the Photographer is forced to cancel the agreement then any fees and deposits will be reimbursed in full to the client.

### 11 Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

### 12 Complaints

Any complaints should be raised by the Client with the videographer.