

Terms and Conditions...Brief summary

The purpose of this contract is to protect **both** the Client and Videographer. The day of the event is no time for misunderstandings and oversights to surface, and this contract seeks to alleviate this possibility. It is mutually agreed that the Videographer shall supply the services and goods specified in the Wedding Video Booking Form and that the Client shall pay the price agreed.

We will operate in a discreet and unobtrusive manner.

It is understood that we are the exclusive official videographer, and others taking video will be permitted only at our discretion. We will co-operate with reasonable requests made by photographer and other service providers and will abide by any restrictions imposed by clergy etc.

The Clients agree to co-operate and assist us in all reasonable requests.

We will not request anything that would put the Clients at risk or embarrassment.

We will respect the requests of guests who do not wish to appear on video.

The Client will make arrangements for catering for the videographer.

If the Client requests extended coverage beyond the agreed length of time coverage, extra time will be billed in one hour increments at the current rate.

Both parties will agree that the Terms and Conditions laid out here form part of the contractual agreement between the first party, Digital Video UK, hereafter called "The Videographer" and the second party i.e. the person or persons booking the video services, hereafter called "The Client". It is also agreed that no subsequent changes or modifications will be made to the contract without the agreement in writing of both parties. When you sign the booking form, you will be deemed to have read and accepted these terms and conditions. The contractual relationship between the Videographer and the Customer shall be governed by the laws of the United Kingdom

Deposit

A booking fee which is non-refundable and shall be payable by the client within 14 days of booking. After this period the booking will become void if the booking fee has not been received, at the discretion of Digital Video UK. The deposit will be £250. This is subtracted from the total fee. Prices listed may change at any time, but this does not affect any bookings or contracts already agreed on the date of the contract and deposited for.

License

The videographers will always consider the requirements and desires of the client in terms of video capture, editing, and style, but reserve the right to use their professional opinion in any circumstance. The Client has viewed samples of Digital Video U.K.'s work and is completely satisfied with its quality and video production capabilities and artistic style. Changes to the finished product to accommodate aesthetic or personal tastes will result in additional fees.

Music, Filming, Permission and Fees

The Company will not be responsible for any detrimental impact on the film caused by the refusal to allow two operated cameras, where booked, to be used. Please note that it is your responsibility to obtain the consent from the owners of the place of worship or other venue where the event is being held and all other persons involved in the event, such as any person conducting the ceremony, the choir, organist and other musicians to record the event before it takes place and to pay any fees charged by them. If you fail to do so, this may mean that we are unable to record the ceremony or the event or release the DVD to you until that consent (required for copyright reasons) has been obtained.

Any particular music chosen by the client for the edited video has to be supplied before the filming of the event. We cannot be held liable for any delays in supplying the DVD caused by the late supply to the Company of music or other information necessary for the production of the DVD. In the event of delays, customers who provide music in a timely manner will be edited in preference. If we do not receive all such necessary instructions from you within 8 weeks of your wedding date, completion of the DVD will only be within the best timescale achievable.

If no music choice is given we will choose the music and a charge will be made for subsequent changes. Any changes to the edited video will be charged at the daily rate. There is a license fee for the use of commercial music used on DVDs/Videos. You accept responsibility for the payment of music used and absolve the videographer from breaking any copyright laws.

Filming will start a minimum of half an hour before the ceremony unless otherwise agreed. We will make every effort to use the best position for the cameras to film the event however, due to restrictions imposed on the day, this may not always be possible. The Client understands and accepts that the video coverage will be as determined by the videographer's professional expertise and that no one shot or scene will be deemed more important than another. Special requests from the Client are not binding instructions, although every effort is made to comply with the Client's wishes.

Filming will stop at the pre-agreed finishing time. In the event that celebrations on the day run late, howsoever caused, we will attend until up to 30 minutes after the agreed finishing time, free of charge. After this time, attendance is at the videographers' discretion and subject to the hourly rates on our pricelist, payable on the day.

For the purposes of clarification, we do not film continuously during the day. As such, we ask for a detailed running order in advance, and to be kept abreast of unfolding events on the day.

We are not responsible for camera or equipment failure for reasons beyond our control, or for the actions of third parties which impact our filming, eg, visual obstruction or camera shake or vibrations.

We reserve the right not to use our equipment in any situation e.g. inclement weather conditions, which may compromise the safety of our equipment or our videographers.

It should be noted that filming in low light situations (e.g. small rooms, candlelight, disco/dance areas, evenings and nights outdoors) may impact on the quality of the image captured by the camera. In such situations, the videographers and the editor will do their best to achieve a bright image without significant degradation in image quality. The Client acknowledges that videography requires reasonable lighting and that production may be compromised due to low or poor light levels, the Videographer may suggest use of a professional camera-mounted light.

We cannot be held responsible for any detrimental impact on the footage caused by locations chosen by the official photographer which may not be well suited to video. Similarly, areas chosen for the formal parts of the day, may in some venues lead to extreme backlighting or images of high shadow or contrast. Where possible, we will minimise these impacts through our camera positioning.

We cannot be held responsible for any detrimental impact on the movie sound caused by loud ambient noise, crying children, echo or sound-deadening properties at the filming location, or shutter noise from nearby cameras. Your Videographer will seek to obtain the best footage for inclusion in segments of the movie which require the active participation of attendees at the event, however we cannot be held responsible for a low level of participation, e.g. Guest Comments.

Meals for Crew

To ensure that we do not have to leave the venue for refreshments and miss anything important; We would be grateful, when filming into the evening, if you could provide hot food and drink for our videographers, to be served during the wedding breakfast. If this is not possible please let us know in advance of the event.

Rights

The Videographer shall be the sole professional practitioner at the Wedding. While it is accepted that some guests may wish to make personal videographic records of the wedding, we reserve the right to ask them to stop if they become intrusive, distracting, or form any nuisance or hindrance to us.

Copyright

The copyright of the video production will be vested in the Videographer, and no form of copying or reproduction, etc, without written permission from the Videographer will be allowed. The Videographer may take reasonable use of some of the production for samples for display or advertising purposes. We confirm that we will comply with the provisions of the Data Protection Act 1998 as it relates to your personal data. Please note that we shall be entitled to assume unless you inform us otherwise prior to the Event that all persons attending the Event have consented to being recorded.

Master Material Edited Master material shall be retained by us for not less than a year. The material shall remain the property of the Videographer, but copies will be obtainable throughout this period.

Standards The Videographer shall at all times strive to maintain the highest standards of workmanship and artistic ability.

Interference

The Videographer will abide by all rules of the facility and/or directions of staff (if applicable) and/or facility coordinator(s) in regard to camera set-up and will not be held responsible for absence of certain shots due to such rules and/or directions, or due to interference by wedding guests or vendors, including the photographer.

The Videographer will not be responsible for non-fulfilment of contract if restricted by legal, trespass, health and safety or official limitations.

The Videographer will comply with the standard of dress and conduct appropriate to the occasion in which they are working.

The Videographer's contractual liability is subject to alteration or cancellation if the production is subjected to any cause of non-compliance or failure beyond the Videographers control.

The Videographer will not be responsible for any losses, damages or errors due to misinformation or equipment failure

In the unlikely event of a total videographic failure or cancellation of the contract by the Videographer any liability will be restricted to a full refund of all monies paid. The Videographer will not be liable for any consequential loss howsoever caused. In these 'Extreme' cases, the videographer recommends clients to be suitably insured prior to this special event.

Payment

One month before the date of the Videographer's obligations the Videographer shall deliver an invoice for the price to the Customer and the Customer shall pay the price (or any balance of it) within 14 days of the date of the invoice. Any sum outstanding after the expiry of 14 days shall have the following consequences: Provided a booking fee has been received or an Order is account based, an Order may still be recorded and archived either to be completed, edited or released when the balance is settled. A second invoice may be sent offering a period, as defined on the invoice terms, in which to settle. Should payment not be received a late payment fee of 5% will be added. Additional editing fees may also be incurred should an order be removed from the editing system due to non compliance of these terms. Returned payments attract a £25.00 charge.

Delivery of Product

The editing process can take 6-8 weeks from the date of the wedding in busy times. Our DVD is designed to be viewed by a family audience, and as such we will not include any music containing profane, inappropriate or controversial lyrics or themes. Additionally, we will not knowingly include any profane language or gestures that may have been recorded on the Wedding day. Our aim during the formal parts of the day (ceremony, speeches) is to record and present events as they happen. We will provide you with 3 copies of your DVD in PAL format. Further copies of the DVD or further additional services may be ordered separately at a later date. Our DVDs are Standard Definition (SD). Blu-Ray High Definition discs are available at extra charge. We can ship DVDs to anywhere in the world, and we can also provide DVDs in NTSC format, but at additional cost due to the significant additional editing time involved.

Images used on your DVD disks/sleeve are generated from the footage shot and as such their quality is limited by the inherent resolution used for image capture from video.

We do not offer screenings of your film or send out proof copies or incomplete edits for your review or approval.

Technical errors will be corrected free of charge. Client-requested changes to their video will be charged at the prevailing daily edit rate.

We will assume that you accept the quality of the finished DVD unless you tell us to the contrary in writing within 2 weeks of the DVD being sent to you. If you do notify us within that period you must also tell us what your complaint is in as much detail as possible. If we do not receive any complaint within that period we shall be entitled to assume that you are satisfied with it and we will then be under no further obligation to accept any complaint, unless we then agree.

We will use all reasonable efforts to deal with any complaint and if it is something that is justified and we can remedy, we will do so. If we do not consider your complaint to be valid then we will tell you.

Cancellation

Customers who have placed an order on the internet, over the phone or in the post have seven days to 'cool off' during which time if they wish to cancel the Order they must notify the Videographer in writing. Any monies paid will be refunded without penalty (excluding expenses already incurred).

If you cancel this booking:

(1) more than 90 days before the date of the event then the deposit will be forfeited, but no further sum is payable by you;

(2) within 90 days of the date of the event a sum amounting to 50 per cent of the Price is payable by you;

(3) within 30 days of the date of the event a sum amounting to 95 per cent of the Price is payable by you.

Any cancellation must be notified to us in writing addressed to us at the address shown in the booking form.

The Price is based on whichever package is chosen or as agreed between you and us.

Disclaimer

Whilst we have taken all reasonable steps to ensure that any information supplied and displayed is correct, we reserves the right to alter, substitute or withdraw any service, facility or amenity without notice, if absolutely necessary.