

# Brian REDMOND VIDEOGRAPHY

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## Terms and conditions of booking

- 1.1 Bookings are accepted on these terms and conditions only. No condition may be added, omitted or altered unless we have agreed it in writing with you.
- 1.2 Any addition omission or alteration that we may agree does not affect any other term or condition.
- 1.3 When you sign the booking form, you will be deemed to have read and accepted these terms and conditions
- 1.4 You specifically confirm to us that the information that you have provided in the booking form (and any other forms) is true and accurate in all respects

### Payment Conditions

- 2.1 Once a booking has been accepted you must immediately pay the deposit that we have agreed. Until we have received the deposit (and if by cheque, that cheque has cleared) we are under no obligation to carry out any of our obligations. Please note that this contract remains in force even if you have not paid the deposit and we shall be entitled to enforce it.
- 2.2 You must pay 50% of the balance on the day of your Wedding/event by cash or bank draft and if by cheque that cheque has cleared at least 10 days before the date when the Event is to take place. If you do not do so we will not have any liability to you, and if we so decide we shall be entitled in our absolute discretion to forfeit the whole or part of the deposit. Delivery time should not exceed 8 weeks but separate arrangements can be made in writing. No liability will be accepted for post production delays if music and photos are not passed over to us on or before the date of your Wedding/event. The final balance of your account will be due on the date of notification to you of completion of the project.
- 2.3 If you cancel your 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.
- 2.4 Any cancellation must be notified to us in writing addressed to us at the address shown in the booking form.
- 2.5 The Price is based on a recording time not exceeding 3 hours in length. An extra charge is payable in the event of recording time running over 3 hours for whatever reason. Recording time refers to raw footage and not final running time of your project.
- 2.6 Interest will be charged on late payments at the rate of 3% per calendar month or part month on any overdue balance.
- 2.7 The final running time of your finished project will have no bearing on the length of the raw footage. Wedding DVD running time is between 70 minutes and 90 minutes including titles and credits.

### Restrictions on our liability to you. (Please note this section is important and should be carefully read by you since it limits your rights. Please ask us if you need any further clarification).

- 3.1 We will make every reasonable effort to secure a replacement cameraman if for any reason the cameraman is unable to carry out the engagement. In those circumstances however, our liability to you is limited to making a refund of the sums that you have paid us in respect of the booking. We will be entitled to deduct any out of pocket expenses that we have reasonably incurred or paid to a third party.
- 3.2 Although we make every reasonable effort to ensure that all the equipment we use for your Event is in sound working order, if a problem with the equipment should arise our liability to you is limited to making a refund of the sums that you have paid us in respect of the booking. We will be entitled to deduct any out of pocket expenses that we have reasonably incurred or paid to a third party. In the event of a part of the Event being recorded we will in that case return a fair proportion of the Price.

Continued overleaf...../

/.....Terms and conditions continued.

- 3.3 Although we will use every reasonable effort to record significant parts of the Event (including any part of the ceremony) the decision as to what is comprised in the recording is in our absolute discretion. We can give no assurance that we will successfully record any particular aspect of the Event (even though you may have asked us to do so), and any failure by us to capture any particular aspect of the Event or failure does not give you any right to refuse to pay the Price or obtain a refund.
- 3.4 When you enter into this booking you accept that we cannot accept any liability whether it is a financial or any other kind of loss, which arises either as a direct result or as an indirect result or as a consequence of any failure by us of our obligations to you in this booking except for our obligation to return all or part of any sums that you have paid to us in accordance with these conditions.
- 3.5 We do not exclude our liability to you for any death or personal injury or damage to property that may have been caused by our negligence or that of any our employees
- 3.6 We will carry out services with all reasonable care and skill. You accept that any other warranty or legal obligation on our part or placed on us by any legislation or arising under common law is excluded in so far as it possible to do so.
- 3.7 Although these exclusions or limitations may appear to be comprehensive you agree that it is fair and reasonable for us to limit our liability. This is because if we were to accept additional liability we would need to insure against that liability or loss which will then increase our prices. You accept that you understand this and agree that it is reasonable to us to limit our liability in this way.

Ownership of the Master Tape and copyright

- 4.1 The master tape remains our property. Copyright in the master tape is vested in us. This means that:
  - (1) we reserve the right to dispose of the master tape in our absolute discretion.
  - (2) we do not accept liability in relation to any loss of and/or damage to the master tape.
  - (3) neither you nor any one on your behalf are allowed to make any copies of any tapes, discs or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of tapes or discs without our consent is a breach of copyright for which you may be liable in damages
- 4.2 Master tapes or discs are kept for a period of one year.
- 4.3 We reserve the right after you have received your copy of the DVD, to show the disc or part of it to any prospective client who may wish to see a sample of our work, or to enter the disc into competitions or use extracts in our show reel. We will not however release any part of your video for a public showing or broadcast without your prior written consent.
- 4.4 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.

Extras

- 5. If you ask us to provide any extra services after you have signed the Booking form these may be subject to additional payments which we will agree with you. Those extra services will, if accepted by us, be carried out on the basis of these terms and conditions

Consents

- 6. Please note that it is your responsibility to obtain the consent from the owners of the Church 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 (which is required for copyright reasons) has been obtained.

Schedule and Quality Control

- 7.1 We will try to agree a schedule of contents of the recording with you. Please note that the contents of that schedule does not form part of our agreement with you.
- 7.2 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.
- 7.3 We will use all reasonable efforts to deal with any complaint promptly 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 promptly.
- 7.4 If you disagree with our assessment you may write to our professional association's Arbitration Service and request them to investigate the matter. Their details are:  
The Institute of Videography. PO Box 625. Loughton IG10 3GZ
- 7.5 In referring a complaint to them we will agree to comply with their decision which will also be binding on you.

Definitions

- 8. In these terms and conditions

"us" and "our" means "Brian Redmond Videography" or their authorised representative,  
 "you" is the person or persons making the booking and who are entering into the legal obligation,  
 the "Booking form" is the form signed by you set out (which forms part of this Agreement)  
 "Price" and "Deposit" means the contract price payable to us for our services and the advance deposit respectively,  
 the "Event" is the ceremony and associated activities that you have asked us to record and which is detailed in the Booking form.  
 "References to "DVD" or "disc" or "tape" or "video tape" includes any format or media on which the recording is made or delivered."

**I agree to the above terms and conditions**

Signed.....Date.....

For and on behalf of «CompanyName»

Signed.....Date.....