

TERMS AND CONDITIONS OF HIRE FOR WEDDING VIDEOGRAPHY SERVICES

In the following terms & conditions “the Videographer” shall mean a professional filmmaker provided by, and contracted to, Stuart Bailey Media. “The client(s)” shall be those persons defined as bride and groom in the wedding booking. It is agreed that the following terms set out 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.

Booking Fee / Deposit Payments

A non-refundable booking fee of 20% will confirm your booking (no later than 90 days prior to the date of the wedding, unless within that period), as well as full acceptance of the terms and conditions as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due two weeks (14 calendar days) before the wedding day. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

Wedding Arrangements

The details of the wedding arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Videographer of any changes to these details in writing. The Videographer cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

Cancellation

The client(s) may cancel this contract at any time by giving written notice to The Videographer but in doing so shall forfeit any monies paid. Cancellation less than four weeks (28 calendar days) before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

Display

The client(s) hereby allow(s) the Videographer to display any photograph or video covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc. In the event that the client(s) do not wish for footage to be made publicly available a Non-Disclosure Agreement can be agreed at an additional cost.

Retouching

All footage will be adjusted for exposure, brightness, contrast, sharpness, etc. The Videographer's judgement regarding these corrections and the completed video put forward to the Client for preview shall be deemed correct.

Copyright and Ownership

The copyright Designs and Patents Acts assign the copyright of the images to the Videographer. All digital negatives (computer files) remain the property of the Videographer. The Videographer may supply a copy of the unedited raw footage to the client(s) for their own non-commercial use at an additional cost.

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 images 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.

License, Coverage and Reproduction:

Footage recorded during the course of the event will be at the discretion of the Videographer although every effort will be made to comply with the client's requirements.

The Videographer shall be granted artistic license in relation to the poses filmed and the locations used. The Videographer's judgement regarding these matters shall be deemed correct.

For a booking involving a church ceremony or at certain venues, the Videographer's movements are sometimes restricted by the official in charge. The area from which the Videographer is able to cover the ceremony may not be the Videographer's choice and the Videographer cannot accept responsibility for any obstructed view should this be the case.

Delivery of images

Delivery of the completed video(s) will be within 12 weeks from the date of the wedding.

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. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Videographer will not be responsible for footage that is not recorded or is lost due to technical failure.

Attendance

In the unlikely event of the assigned Videographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another Videographer to attend your wedding on our behalf to undertake the wedding videography.

Limitation of Liability

In the unlikely event of a total videographic 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.

Personal Accident

Any directions issued to clients, their guests or employees during a video shoot are deemed to be at said persons own risk. The Videographer cannot be held responsible for any personal accidents during a photographic shoot.

Email: enquiries@stuartbaileymedia.co.uk
Web: <http://www.stuartbaileymedia.co.uk>
Facebook: www.facebook.com/stuartbaileymedia