

On booking my services it is assumed that you have read through this contract and agree to all statements

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING VIDEOGRAPHY SERVICES

In the following terms & conditions "the Videographer" shall mean Rhian Wood trading as Rhian Wood Photography/ Babe in the Wood: Media. "The client(s)" shall be those persons defined as bride and groom (/Bride & Bride/Groom & 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 £150 as well as full acceptance of the terms and conditions as published on the videographer's website secures the time and services of the videographer for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the videographer due to cancellation. 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 one calendar month 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 Photographer of any changes to these details in writing. The Videographer/s 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 may cancel this contract at any time by giving written notice to The Videoographer/s but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.



Second Videographer

Where the presence of a second videographer has been requested, an additional fee of £100 will be applied to your final balance.

Display

The client(s) hereby allow(s) the videographer to display any film/video covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, samples etc.

Images Output

All image sizes are nominal. The videographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. 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 photographer 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.

Copyright

The copyright Designs and Patents Acts assign the copyright of the films/videos to the videographer. Any videos or copies of videos 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/s in writing. The Clients and close family and friends may display their videos on social media etc.



Licence

The Videographer/s shall be granted artistic licence in relation to the poses captured and the locations used. The Videographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

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 produced due to technical failure.

Attendance

In the unlikely event of the assigned Videographer being unable to attend your wedding due to unforeseen circumstances, I reserve the right to appoint another videographer to attend your wedding on our behalf to undertake the wedding videography to his/her best ability.

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 videographic shoot are deemed to be at said persons own risk. The videoographer cannot be held responsible for any personal accidents during a videographic shoot.



Other Wedding Suppliers

The Videographer will work with your wedding photographer on the day of your wedding to produce the best videographic images possible for you. If you can please put the Photographer (unless it is Babe in the Wood Media supplying both services) in touch with us at the first possible convenience this would be much appreciated.

Any other wedding suppliers that may be present on or supply items for the day of the ceremony shall be able to purchase video directly from the Videographer, should they wish to use it for business promotion purposes.

Governing Law

This agreement shall be governed in accordance with the Scottish Law.

The	terms	of	this	contract	are	accepted	by	:

DATE:

CLIENT:

Address:

PHOTOGRAPHER/VIDEOGRAPHER:

on behalf of Rhian Wood/ Rhian Wood Photography/ Babe in the

Wood :: Media

DATE:

Address: Kiplaw Croft, Hatton, Peterhead, Aberdeenshire. AB42

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