

PLEASE SIGN AND  
RETURN TO  
DEVINE VIDEOS

Devine Videos

Tel. 0794 774 8985 / 01698 383060

www.devinevideos.co.uk enquiries@devinevideos.co.uk

### Terms and Conditions

Both parties will agree that the Terms and Conditions laid out here form part of the contractual agreement between the first party, 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.

#### 1. DEPOSIT

A deposit is required to secure your booking. This fee is non refundable.

#### 2. PAYMENT

The balance of the total monies will become on or before the event date for filming.

#### 3. BROCHURE/WEBSITE DETAILS

Details provided in the Videographers brochure are nominal and may vary according to circumstances, however all services/goods are to be supplied at the prices stated and agreed on the date of the contract.

#### 4. LICENSE

The Videographer shall be granted reasonable artistic license in regard to scenes, poses, locations, etc. as applicable. The judgement of the Videographer will be deemed correct unless previously discussed and agreed with the client prior to the event.

#### 5. SPECIAL REQUESTS/ COVERAGE

The client understands and accepts that the video coverage will be as the Videographer's professional expertise determines and that no one shot will be deemed more important than another. Special requests are not binding instructions, although every effort is made to comply with the clients wishes.

#### 6. RIGHTS

The Videographer shall be the sole professional practitioner at the Event. It is accepted that others may wish to make personal Videographic records of the event, providing due priority is given to the professional Videographer to ensure satisfactory discharge of this contract.

#### 7. COPYRIGHT

The copyright of the video production will be vested in the Videographer, and no form of copying or reproduction, etc. (other than by the Videographer) without written permission from the Videographer will be allowed. The Videographer will not sell the video nor use some of the production for samples for display or advertising purposes without the Clients consent.

#### 8. MASTER MATERIAL

Edited Master material shall be retained by the Videographer for not less than one year. Changes can only be made within 5 days after the Client receives the video at the stated cost. The material shall remain the property of the Videographer, but copies will be obtainable throughout this period.

#### 9. STANDARDS

The Videographer shall work within the reasonable terms set by the client or by any official or person possessing the correct and legal authority to set limitations or restrictions. The Videographer will not be responsible for non-fulfilment of contract if restricted by legal, trespass, dangerous or official limitations.

#### 10. IMAGES

The Videographer will endeavour to provide a pleasing colour balance, but cannot guarantee exact colour matching as seen by the human eye, due to lighting conditions on the day, and other variables beyond the Videographer's control

#### 11. FORCE MAJEURE

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. In the unlikely event of failure of the video equipment or ancillary accessories, or cancellation of this contract by the Videographer, any liability shall be limited to a full and complete refund of all monies paid. Neither party shall be liable for indirect or consequential loss.

#### 12. CANCELLATION

The Client may cancel the contract at any time prior to the date of the Event by giving written notice to the Videographer. The deposit(s) paid is non refundable.

#### 13. FILMING PERMISSION AND FEES

It is the Client's responsibility to ensure that permission has been given to film in all venues. In the event that the venue charges a fee for filming, the Client will be liable for this fee.

I have read and understand the terms and conditions and agree to abide by the terms of agreement set out in it. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



CLIENTS COPY

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Signed: \_\_\_\_\_

Date: \_\_\_\_\_