

Events Terms and Conditions

GENERAL

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Treasured Moments and the client, in writing.

(1) Definitions & Law

The contract is the document, or documents, that set these conditions and all other details about your agreement with us. "WE" and "US" means the supplier of goods or services (Treasured Moments). "YOU" means the person, persons Client or Customer. "EVENT" means the service you have booked. These conditions will be governed by and interpreted in accordance with the English law. These conditions do not affect your statutory rights as a consumer, as defined by the "Unfair Contract Terms act 1977" or any statutory amendments of that act.

(2) Rights Reserved

Any failure by us not to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights. By booking 'Treasured Moments' for an EVENT you are accepting these terms & conditions.

(3) Special Requests/Coverage

The client understands and accepts that the video coverage will be as the videographers expertise determines and that no one shot/scene will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. We would require at least 10mins notice of any event happening where no set times have been arranged or have been changed (i.e. ceremony & speeches) in order to set up filming equipment. We will not be liable for missing coverage if this condition is not completed.

(4) Limit of our Liability

We will not be liable for any delays caused by circumstances that are beyond our reasonable control. We will not be liable for any Radio Signal losses, failures, equipment failure and or material defects, which are beyond our control. Any refunds for the EVENT will be limited to no more than the original sums involved. In the unlikely event of total equipment failure, injury or sickness beyond Treasured Moments control, 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.

Your statutory rights are not affected.

(5) Cancellations/Deposits

Any cancellation from yourselves must be in writing, four weeks prior to the event, otherwise full payment will be required. Deposits are non refundable and must be paid at the time of booking. This deposit is deducted (in full) from the TOTAL price. A non-refundable deposit of £150.00 is required at the time of booking, together with a signed contract. Dates are reserved only when this deposit is paid by cash, cheque or credit card. Please make cheques payable to Sean Perrott. If Treasured Moments have to cancel this contract for reasons beyond our control, (death, injury, sickness etc.), our liability shall be limited to a full refund of all monies paid. Should the cancelled wedding turn out to be a postponement, then, subject to Treasured Moments availability, all money paid may be applied to the new wedding. In this case, the total fees chargeable shall be the fees that apply at that time.

(6) Payment

Any balance owing shall be payable 28 days prior to the EVENT. Please note that prices are subject to change at any time and that no price is guaranteed without a signed contract. Payment for additional videos is made after the wedding at the time of ordering. Cheques/postal orders should be made payable to Sean Perrott and must be in British Pounds Sterling.

(7) Copyright/Display

The client hereby allows Treasured Moments to display any images/video included in this contract in their studios, portfolios, literature, wedding exhibitions, Internet websites and advertising.

Treasured Moments shall be granted creative and artistic licence in relation to the choice of locations and poses used. The videographer's judgement on videographic style and the number of shots taken shall be deemed correct. Due to changes of the weather and the availability and willingness of subjects, Treasured Moments will do their best to honour requested shots but do not undertake to guarantee any specific shots nor incorporate any specific background, location or group arrangements. The 1998 Copyright, Designs, and Patents Act assigns copyright to Treasured Moments. You may not copy the video footage taken under this contract, or allow copies to be made photographically, electronically, or by any other means.

8) Late Payment

If payments are not received by the due date, Treasured Moments reserves the right to withhold all goods until payment is made. No editing work will be carried out on the video until full payment has been received.

Interest of 2.5% per week will be added to the balance of late payments.

(9) Errors/Changes

Any errors or defects on the DVD supplied, which is our fault will be remedied free of charge. Otherwise, any other corrections or changes, if possible, will be altered at our discretion and a fee maybe charged. By booking the video with us you are agreeing to let us film and edit the video as we see fit.

Any alterations to the Event must be detailed in writing and sent to Treasured Moments no later than 48 hours before the Event.

On completion of editing, the Video files remain on our editing suite for a further 30 days in case of error's, after this time the files are removed and no further editing or corrections can then be done. Original camera masters are stored for 1 year after which are then destroyed. A master copy of the completed Disc is kept for the purpose of making duplicate copies at any given time in the future.

(10) Photos/Music

Any items sent to 'Treasured Moments' for inclusion in your video must be labelled with your name and address. Whilst every care is taken, customer's material is accepted on the basis that their value does not exceed the retail cost of the material itself. Liability for loss or damage is therefore limited to the replacement of such material.

(11) Refreshments

If the camera operator(s) is to film either up to the first dance, or in to the evening, a minimum of a hot meal and refreshments must be provided at the same time as the wedding breakfast. This is to ensure that the crew do not need to leave the venue and are on hand to cover the cutting of the cake and set up the equipment for recording the speeches. In the event that food is not being provided, the time of eating will be at the crew's discretion and Treasured Moments will bear no responsibility for any of the event missed while the crew is away from the venue.

(12) Non Attendance

If, for whatever reason, the camera operator is late or does not turn up, then you MUST phone the office immediately so a replacement can be organized. On occasions and without notice it may be necessary for the videographer originally specified to be substituted by another videographer (e.g. due to ill health).

(13) Colours / Lighting / Sound

While every effort will be made to ensure accurate colours and lighting reproduction, in certain conditions the colours and the lighting may not be accurately reproduced. This is not a fault, but a limitation of the factors on the day that are beyond our control. E.g. mixed indoor & external lighting, harsh shadows, and poor lighting conditions. Sound will be captured as accurately as possible within the limitations of the EVENT and the equipment used.

Please note: Churches lit by orange sodium lights can sometimes cause difficulties as this colour is outside the range of ALL video cameras ability to colour balance. Broadcast cameras will still produce a colour balance that is as near to the original as possible.

(14) Camera Positions / Authority / Permissions To Video

While every effort will be made to get the best position for the camera to video the EVENT, due to restrictions imposed upon us on the day, this may not always be possible. You must obtain permission to film at the appointment location (church, park, etc) from the relevant authorities, and you are responsible for any fees that may be levied by such authorities. 'Treasured Moments' will not be responsible for any refusal by such authorities to allow filming to be carried out.

(15) Completion / Delivery / Postage

Completion is usually 48 days from the date of the EVENT (not including any bank holidays). This may be longer during busy periods (summer months). The video should be ready to dispatch after this period. If all the information and items required to complete the video are not with 'Treasured Moments' by at least the EVENT date, then the 48 days does not apply. Editing will then be done when possible at our discretion. If you require the video to be posted please inform us of the delivery address. The delivery will be standard post only. The postage will be borne by us for this copy only. If after 2 months from the date of the EVENT, the materials and/or information required to finish the video is not forthcoming, then the camera master will be returned and a charge made for any subsequent editing.

(16) Exclusivity

Treasured Moments shall be the sole *professional* videographers at the venues specified. We do however positively encourage family, friends, and other guests to take photographs and videos throughout the day.

(17) Complaints

The client should raise any complaints with Treasured Moments, in writing, within 28 days of first becoming aware of the matter. Please address any complaints to Treasured Moments either by Email (complaints@Treasured-Moments-DVD.co.uk) or telephone 01787 479278, between 10:00hrs - 18:00hrs Mon - Fri. Standard UK call rates apply. We would endeavour to respond to any complaint within 48 hours.

(18) Rights

These Conditions do not affect your statutory rights.

Warning about DVD & Blu-Ray Disc's

We will provide a test disc to check the compatibility of your player at the time of your consultation.

We do not accept any responsibility for disc's that don't play in other players. (All our discs are error checked before dispatch, and also checked on two types of player. There is more likely to be a problem with 1st generation players over 2 years old).

***** Where extra discs are required, we recommend that you first check that your copy of the disc works on the DVD player to be used, before purchase of additional copies*****

Please be cautious of any company that guarantees their disks will work on any and all players.

Commercial DVD and Blu-Ray disc's are "stamped" or "pressed" onto the disc, which make them compatible with all DVD/Blu-Ray players. This is a very expensive procedure.

The majority of companies that offer wedding DVD's "burn" the information to disc using a computer and DVD/Blu-ray re-writer (as does Treasured Moments). Most manufacturers of DVD & Blu-Ray players are now ensuring that all their new models are compatible with Writeable Media. But again, this is not always the case especially with the lower cost players that are currently being sold.