

## **Terms and conditions of booking – Red Carpet Video**

- 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 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 us the balance of the Price (shown on the booking form) in full at least 10 working 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.
- 2.3 If you cancel this booking then the deposit will be forfeited, but no further sum is payable by you.
- 2.4 Any cancellation must be notified to us in writing or by email addressed to us at the address shown in the booking form.
- 2.5 The Price is based on a recording time not exceeding the schedule agreed. A £30 per hour per videographer extra charge is payable in the event of recording time running over for whatever reason at our discretion eg later events, delayed timings.

*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. ALL OUTDOOR RECORDING IS SUBJECT TO WEATHER PERMITTING. It may not be possible to record outdoors in heavy rain or snow due to possible damage to electronic equipment.
- 3.1 We will make every reasonable effort to secure a replacement videographer if for any reason the videographer 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.
- 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 of 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 (such as the Supply of Goods and Services Act 1982 and the Sale of Goods Act 1993) 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 Digital Copy and copyright

- 4.1 The Digital master remains our property. Copyright in the Digital master is vested in us. This means that:
  - (1) we reserve the right to dispose of the Digital master in our absolute discretion.
  - (2) we do not accept liability in relation to any loss of and/or damage to the Digital master.
  - (3) neither you nor any one on your behalf are allowed to make any digital copies of any recording, discs or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of memory sticks or discs without our consent is a breach of copyright for which you may be liable in damages.
- 4.2 Digital Master recordings or discs are kept for a period of **one year**.
- 4.3 We reserve the right after you have received your copy of your event via digital media or recorded media, to show the recorded media or part of it to any prospective client who may wish to see a sample of our work, or to enter the recorded media into competitions or use extracts in our show reel. The client(s) hereby allow(s) Red Carpet Video to release and display the Coming Soon teaser trailer and the Highlights Showreel short/long for public showing, via social media, website or broadcast provided sufficient music license has been authorised.
- 4.4 We confirm that we will comply with the provisions of the Data Protection Act 2018 in accordance with GDPR as it relates to your personal data.
- 4.5 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.

#### **Delivery of Final Film**

- 5.1 The delivery of the final video film shall be by secure online media unless specified by the client(s) on available packages. The said videos shall be delivered approx. 8 – 12 weeks from the date of the wedding.
- 5.2 Red Carpet Video reserves the right to increase this due to exceptional busy periods designated between 1 June – 31 August to a further 4 additional weeks eg 12 -16 weeks.
- 5.3 Due to exceptional circumstances such as technical issues, the delivery of the film may be extended based on the technical recovery time. Every effort will be made to ensure an efficient recovery period is completed and communicated.
- 5.4 Removed
- 5.5 Removed
- 5.6 Removed
- 5.7 Postponed events accommodated at a later date will extend the editing and delivery time 5.2 above due to the 2020 unprecedented Covid 19 virus outbreak that resulted in changes to the calendar.

#### **Filming on Location**

- 6.1 By filming an Event in an uncontrolled environment the Videographer can be limited by venue restrictions or layout. It is understood by the Client(s) that the videographer will work to the best
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of their ability in each location and judge the best location to capture the appropriate shot for each set of circumstances using whatever equipment available at the time.

6.2 Removed

6.3 Removed

6.4 Red Carpet Video will maintain safe distancing measures at all times in accordance with Government advice in relation to the Covid 19 guidance current during the Event.

## **Editing**

7.1 By agreeing for Red Carpet Video to film your Event, you are allowing creative licence in shot composition, direction and editing of all final films. Editing is an extremely time-consuming process. All editing is carried out by Red Carpet Video. Even minor alterations can be very time consuming. Unless there is an obvious mistake, an hourly charge of £30 will be made for any alterations.

7.2 Completed edits are based on current practice and any reference to a style over 12 months previous will not be honoured. This could be due to new licencing regulations, quality and availability of equipment.

## Extras

8. 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

9. Please note that it is your responsibility to obtain the consent from the owners of the «Worship» 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

10.1 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.

10.2 We will assume that you accept the quality of the finished Digital recording/DVD unless you tell us to the contrary in writing within 2 weeks of the edited digital media/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.

10.3 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.

10.4 If you disagree with our assessment you may write to our professional association's Arbitration Service and request them to investigate the matter.

10.5 In referring a complaint to them we will agree to comply with their decision which will also be binding on you.

## Definitions

11. In these terms and conditions

“us” and “our” means “Red Carpet Video” 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 (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 “digital Master” “DVD” or “disc” includes any format or media on which the recording  
is made or delivered.”

12. Updates

5<sup>th</sup> January 2019 – added para 4.4, 5.2, 5.4-5.6, 7.2,

13<sup>th</sup> March 2019 – added para 6.3

1<sup>st</sup> Sept 2019 – amendment to para 6.2 Use of a drone is an optional extra

17<sup>th</sup> Oct 2019 – 3.8 deleted – Red Carpet Video CAA qualified

6.2 added will be booked from our recommended supplier.

1<sup>st</sup> May 2020 3. 6.2, 6.3 Removed drone related entry, 5.4, 5.5, 5.6 removed Wedding Video Album  
ref, 5.7 Extended editing time due to postponements, 6.4 Safe distancing

**I(We) agree to the above terms and conditions on behalf of each other.**

Name (Print) .....Wedding Date: .....

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

(on behalf of each other)

(office purpose only)

For and on behalf of Red Carpet Video

Name (Print) .....

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