

BOOKING FORM FOR A WEDDING VIDEO

1. *Wedding Date:*

2. *Bride's Name (for DVD title):*

3. *Home Telephone:*

4. *Bride Mobile Telephone:*

5. *Bride email:*

6. *Groom's Name (for DVD title):*

7. *Groom's Mobile Telephone:*

8. *Groom email:*

9. *Bride & Groom postal address:*

10. *Ceremony type (civil/religious denomination):*

10. *Ceremony Address:*
.....
11. *Phone number at that address:*

12. *Reception venue address:*
.....
13. *Phone number at that address:*

Package Name	
Price	
VAT	
20% Deposit (date paid)	
Balance (date due)	

Terms and conditions of booking

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 20% deposit that we have agreed. Until we have received the deposit (and if by cheque, that cheque has cleared) 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 (and if by cheque that cheque has cleared) at least 14 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 of the deposit.

2.3 If you cancel this booking:

- (1) more than 90 days before the date of the event then the deposit will be forfeited, but no further sum is payable by you;
- (2) within 90 days of the date of the event a sum amounting to 50 per cent of the Price is payable by you;
- (3) within 30 days of the date of the event a sum amounting to 95 per cent of the Price is payable by you.

- 2.4 Any cancellation must be notified to us in writing addressed to us at the address shown in the booking form.
- 2.5 The Price is based on a recording time not exceeding 2hrs hours in length. An extra charge is payable in the event of recording time running over 2hrs hours for whatever reason. In compliance with the Satin Weddings style of videography, we estimate that the final edit for the Cherish package will not run more than one hour, and the Adore and Desire packages will run between one and two hours.

- 2.6 It is the responsibility of the client to provide 'growing up photographs' in either hard copy or JPEG. Editing will not commence until these photographs have been received by us and editing will take eight weeks from date of receipt of these photographs.

- 2.7 Completion date will be eight weeks from the date of the wedding or eight weeks from when the music or photographs are received by us, whichever is the latter. You understand that editing may not commence until the music has been confirmed and the photographs received.

- 2.8 We endeavour to provide quality in sound where possible however we are not liable if interference or circumstances beyond our control occur (such as a child crying during the ceremony).

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).

- 3.1 We will make every reasonable effort to secure a replacement cameraman if for any reason the cameraman 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.

Your liability to us

- 3.3 You agree to provide two main meals. You understand that keeping the videographers on site and within the dining area will ensure that special moments are not missed. If the videographers are seated in another room for dinner you understand that they will not be present in the event of an unexpected announcement, e.g. for the cutting of the cake or the speeches.

/.....Terms and conditions continued.

- 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 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 Tape and copyright

- 4.1 The master tape remains our property. Copyright in the master tape is vested in us. This means that:
 - (1) we reserve the right to dispose of the master tape in our absolute discretion.
 - (2) we do not accept liability in relation to any loss of and/or damage to the master tape.
 - (3) neither you nor any one on your behalf are allowed to make any copies of any tapes, disks or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of tapes without our consent is a breach of copyright for which you may be liable in damages
- 4.2 Master tapes are kept for a period of one year.
- 4.3 We reserve the right after you have received your copy of the videotape, to show the tape or part of it to any prospective client who may wish to see a sample of our work, or to enter the tape into competitions or use extracts in our show reel or advertising. We will not however release any part of your video for a public showing or broadcast without your prior written consent.
- 4.4 We confirm that we will comply with the provisions of the Data Protection Act 1998 as it relates to your personal data. 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 on the videotape.
- 4.5 We do not release the rushes of the wedding under any circumstances or provide copies of unedited material.

Extras

- 5. 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

- 6.1 Please note that it is your responsibility to obtain the consent from the owners of the Church 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 tape to you until that consent (which is required for copyright reasons) has been obtained.
- 6.2 We will abide by the rules of the Church regarding camera placement at the ceremony. We hold no responsibility if we are unable to obtain an optimum position at the ceremony due to camera placement restrictions imposed by the Church. You understand that one camera angle for the Ceremony will be provided if the Church allows only one camera for filming (which is contrary to our recommendation and style).

Schedule and Quality Control

- 7.1 We will try to agree a schedule of contents of the recording with you. Please note that the contents of that schedule do not form part of our agreement with you.
- 7.2 We will take the utmost care to produce a tape of good quality however we will not be held liable for circumstances beyond our control, including but not limited to power failure, equipment malfunction and defective tape stock. If taping is prevented due to such occurrences, 50% payment will be refunded. We make no guarantees, either expressed or implied, in regard to the aesthetic qualities of the completed video tape.
- 7.3 We will assume that you accept the quality of the finished video tape unless you tell otherwise in writing and within 2 weeks of the videotape 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.
- 7.4 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.
- 7.5 If you disagree with our assessment you may write to our professional association's Arbitration Service and request them to investigate the matter. Their details are: The Institute of Videography. PO Box 625. Loughton IG10 3GZ
- 7.6 In referring a complaint to them we will agree to comply with their decision which will also be binding on you.

Definitions

- 8. In these terms and conditions
 - "us" and "our" means "Satin Weddings" 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 set out overleaf (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.

I agree to the above terms and conditions

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

For and on behalf of Satin Weddings

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