

MARC SMITH

PHOTOGRAPHY & VIDEOGRAPHY

WEDDING VIDEOGRAPHY RESERVATION FORM

This contract for wedding videography services is hereby effective and binding from the date it is signed by one of the parties and subject to the Terms & Conditions.

The parties are hereby known as: Marc Smith Photography / Videography
(Hereinafter referred to as "Marc Smith")

and _____ & _____ (Please Print)
(Hereinafter referred to as "Clients")

Date of wedding:

Address of ceremony:

Time:

Address of reception:

Time:

Bride's name:

Bride's mobile no:

Brides email:

Bride's home telephone no:

Grooms name:

Grooms mobile no:

Grooms email:

Number of guests:

Emergency Telephone Number:

Correspondence address:

Anything else / Special requests:

Retainer fee £495

Total package price £2445 (inclusive of retainer fee)

The retainer fee covers my time and skill prior to and filming your wedding date.

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DEFINITIONS

Force Majeure Event: means an event, circumstance or cause beyond a party's reasonable control which includes (but is not limited to) death, epidemic, pandemic, natural disasters or war.

Videographer: means Marc Smith of Mad Concepts Ltd (company number 05534161).

1. PAYMENT REQUIREMENTS

-Videographer will provide services to the Customer(s), providing the Customer(s) have/has assessed all the risks that may occur.

-A £495 retainer fee is required upon return of this booking form and is non refundable. A date may only be considered reserved once a completed booking form has been received and funds are cleared. Until that point dates cannot be guaranteed.

-The full balance is payable at least 28 days prior to the date of your wedding.

-Failure to pay the final balance within this period will cancel your booking and the full price agreed will become chargeable in accordance with Clause 2.4.

-All packages include travel expenses up to 60 miles from my studio (SA3). For distances greater than this I reserve the right to charge a fee for any further travel expenses. For commissions beyond 80 miles from my studio (SA3) accommodation must be provided by the client for the night of the wedding and the night prior to the wedding.

-Marc Smith will be the only official videographer present on the wedding day, except in accordance with Clause 2.1.

2. CANCELLATION

2.1 If the Photographer has to cancel or is unable to photograph said wedding for reasons beyond their control ("Force Majeure Event"), a suitable photographer specifically chosen by the Photographer with similar photographic style and quality would be in place to photograph your wedding day. The Photographer would then edit all the photos and provide the same level of service and quality in all picture book products originally offered.

2.2 If the client(s) changes the wedding date for any reason, clause 2.3 applies. However, if the photographer is available on the new date, providing this is within 6 months from the original wedding date the retainer fee can be transferred to the new date. If this date is beyond 6 months clause 2.3 applies and the cancellation will end my liabilities. If the clients wish to use my services past this 6 month timeframe a new contract and retainer fee are required.

2.3 In the event of cancellation by the client, all monies paid in for the photography services are non-refundable. Retainer fees are non-refundable and considered as liquidated damages.

2.4 After a period of 14 days from the date of signing this contract, as compensation for loss of income to the Photographer the following cancellation rates apply to the client as a percentage of the total fee due based on the Gold collection price:

- 60 days or less before the wedding – 100%,
- 61 to 90 days before the wedding – 75%
- 91 to 120 days before the wedding – 50%.

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In the event of me not being able to attend your wedding due to factors such as Coronavirus illness or self isolation, clause 2.1 will apply. If you would like to cancel your contract with me in this circumstance and source your own photographer, clause 2.3 will apply. Should your wedding date fall directly during a forced national government lockdown clause 2.2 will apply with the addition that the retainer fee can be transferred to a new date which falls within 12 months from the original wedding date. If the clients postpone the wedding date whilst no national government lockdown is enforced, clause 2.2 applies..

3. FILMING OF THE DAY

Any variations in the times, dates, or to the planned event that may impact on the booking form should be communicated to Marc Smith as soon as possible. The Customer(s) must obtain permission to film the Marriage Service and the Customer(s) is also responsible for any fees levied at the various locations. The Customer(s) must also seek permission from any other venue where filming will be required. Arrangements should be made for all venues to be accessible by Marc Smith at least one hour before the time of each event; this is to be arranged by the Customer(s). I aim to be discreet whilst filming but in low light conditions additional camera-mounted or free standing lighting may be required. Coverage will be as the cameraman's professional expertise and no one scene will be determined more important than another. While every effort will be made to get the best position for the camera(s) to film the event this may not always be possible if restrictions are imposed upon us on the day. Marc Smith cannot guarantee coverage of any particular individual or group during the day. I use broadcast quality well maintained equipment, however we will not be liable for any Radio Signal losses, Battery failures, equipment failure and or material defects, which are beyond our control. In the unlikely event of a total video failure our liabilities are limited to a refund of all monies paid by the Client(s). Every effort is made to ensure perfect colour and lighting reproduction, but certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, and low lighting conditions. With these factors beyond our control, we will endeavour to produce the best image possible. In the case that a particular segment of the event is either not recorded, partially recorded, or not a part of the final edited film, it is at the sole discretion of Marc Smith. If something occurred at the wedding that the Client does not want to appear on the final film, the Client must instruct Marc Smith in writing before post production begins. Marc Smith is a videography and photography team consisting of 1 or 2 camera operatives (where deemed necessary by Marc Smith) Unless otherwise instructed we usually complete each wedding with just one videographer. The Client must provide a safe working environment and is responsible for any damage to our equipment by their guests and will be liable to pay such expenses for replacement or repairs. In restrictive conditions such as rain, extreme temperatures and humidity, adequate shelter must be provided to the Cinematographer.

4. FOOD

If video coverage is greater than 8 hours, the Client must provide a hot meal. It is very important that this be served at the same time as any other food is served to guests. Vendor meals provided at any other time i.e at the end of guest service may affect what footage we are able to capture.

5. THE EDIT

Videographer will endeavour to build your film around any special requests made within this booking form, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Customer(s) wishes. Videographer will not be held responsible for scenes not included due to inclement weather or other conditions outside of Marc Smith control. Any final editing decisions are of the sole discretion of Marc Smith. Any changes requested on the final copy once sent out will be subject to a further charge and additional time. Additional copies will be supplied at current retail costs. Completion is usually within 26 weeks from the date of the event.

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6. LICENCES

To comply with Copyright law, if a choir or musician performs any music live, then a license needs to be obtained from the Composer and Publisher of the music (Legislation Copyright Designs and Patents Act 1988 Part II, s.181 et). Composers and Publishers are represented in the UK and Ireland by MCPS. If the music is being played from a CD, record or any other recording, a second license needs to be obtained from the Record Company.

7. ACCEPTANCE OF GOODS

The Customer(s) shall within seven days from the delivery of goods give written notice to the Company of any respect in which it is alleged that the Goods do not comply with the Booking Form. Subject to any such notice, the goods will be deemed to comply with the Booking Form in all respects.

I keep a master copy of your film in my archives for up to one year. All working footage is deleted once the master copies are delivered to the client.

Unless stated in this booking form Marc Smith retains Copyright of the goods produced from this booking form and are protected by the Copyright and Design act 1988. The Customer(s) hereby allows Marc Smith to display any media included in this booking form in any form.

Any complaints should first be raised by the Client with the Photographer/s in writing within 14 days from the date of receipt of films. In the unlikely event of an unresolved complaint, the Client may request the use of a third party, at the clients expense, to mediate but only on the basis that its decision shall be final and binding upon both parties.

I/We have read and fully understand the terms of this booking and accept that this contract becomes effective immediately. We understand that the retainer fee is non-refundable.

I/We understand payment for Videography has to be paid in full within 28 days of the wedding date.

I/We agree that If cancelation occurs within 120 days of the wedding day cancellation rates set out will apply

Signed: _____ Date: _____

Signed: _____ Date: _____

TO BE SIGNED BY MARC SMITH PHOTOGRAPHY:

I confirm that I have received a signed copy of the above contract and retainer fee of £495.

Signed: _____ Date: _____