

Terms and Conditions

Definitions In these terms and conditions

“us”, “our”, “we”, “me” means “**shaunlawson.video**” or their authorised representative.

“you” is the company, person or persons making the booking and who are entering into the legal obligation.

“Booking form”, “Proposal”, “Production Brief” and/or “Business Account Opening” is the form signed by you.

“Price”, “Costs” and “Booking Fee” means the contract price payable to us for our services and the advance booking fee respectively,

“Event” is what we are filming and producing video content of

“Online delivery” is the transfer of digital files via the internet

“Client Materials” or “Assets” are items that you provide of us to include in your video content

“Budget” shall be the total cost of making the video content which includes all direct or indirect costs and includes all costs associated with locations facilities and other items necessary for the development pre-production production or post-production of the video content.

“Live event” is events that are locked to a specific date and time i.e. weddings, conferences, etc

“Live Stream service” is a service where we webcast your event Live online

“Venue” the place which you have booked us to provide our services at

“video edits”, “edits” video and audio files that are created into the Master.

“Master File” or “Master” is the edited master of the video content.

“Rushes” are the captured unedited video files.

Terms and Conditions

Bookings

- 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 book our services, and if available, signed a 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 any communication and/or booking form is true and accurate in all respects.

Payment conditions and cancellation notice - Non-Live events event

- 2.1 Payment terms are strictly 28 days net
- 2.2 Our full invoice will be issued after first edit of video content is delivered, delivery of Rushes or completion of Live streaming event.
- 2.3 If editing is delayed through no fault of us, we will invoice the full amount of the video production after 14 days of filming.

Payment conditions and cancellation notice - Live event, inc Live Streaming

- 2.4 To secure any date a non-refundable booking fee of £200 is required. This deducted in full of the price of the video production.
- 2.5 All remaining monies are due no later than seven days prior to the event. These must be cleared at our bank.
- 2.6 **If you cancel this booking for a Live event**
 - (1) more than 250 days before the date of the event then the deposit will be forfeited, but no further sum is payable by you;
 - (2) within 249 to 101 days of the date of the event a sum amounting to 50 percent of the Price is payable by you;
 - (3) within 100 days or less of the date of the event a sum amounting to 90 percent of the Price is payable by you.

Terms and Conditions

Cancellation

2.7 Any cancellation must be notified to us in writing.

Restrictions on our liability to you.

Please note this section is important and should be carefully read by you since it limits your rights.

- 3.1 We will abide by the wishes of managers, owners, registrar, vicars and anyone else with authority at filming locations. This can cause artistic difficulties.
- 3.2 The video content will be produced in the same 'manner and style' as indicated in our online videos.
- 3.3 We will be granted artistic license in relation to shots taken. Our judgment shall be deemed correct.
- 3.4 Although we will use every reasonable effort to record significant parts of the Event, the decision as to what is comprised in the recordings 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.
- 3.5 We confirm that we will comply with the provisions of the Data Protection Act 2018 GDPR 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.

Terms and Conditions

- 3.6 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.
- 3.7 Our Live stream service is subject to the internet connection at the venue. While we provide a 4g back up service, this is not ideal or a guarantee of a successful stream. We recommend a stable, sustained upload speed of at least 6mb from the venue.
- 3.8 Within a Live Stream you cannot use commercially recorded music. This copyrighted music will be detected as a breach of music copyright and the stream will be blocked instantly. We have no control over this.
- 3.9 We do not guarantee the uptime of third party streaming platforms, examples, but not limited to; 'YouTube', 'Zoom', 'Facebook'.
- 3.10 We highly recommend we use a wired connection from the venues WAN router. We require an IP address and internet access.

Consents

- 4.1 Please note that it is your responsibility to obtain the consent from the owners any venue(s) where the Event is being held and all other persons involved in the Event. For weddings, 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 content to you until that consent (which is required for copyright reasons) has been obtained.

Terms and Conditions

Ownership of the Master files, Rushes and Copyright

- 5.1 The Master and Rushes will remain our property.
- 5.2 Copyright in the Master and Rushes is vested in us. All rights, for all the footage, is reserved to us.
- 5.3 We reserve the right to dispose of the Master and Rushes in our absolute discretion.
- 5.4 We do not accept liability in relation to any loss of and/or damage to the Master and Rushes.
- 5.5 We allow you to freely copy and distribute the video content as you so wish.
- 5.6 Rushes are kept for a period of one month.
- 5.7 Masters are kept for a period of one month.

Obligations of us

- 6.1 The Producer undertakes that it shall film in accordance with the project proposal, subject to the payment by the client.
- 6.2 If there is any failure or delay by the Client and/or by any person other than the Producer to provide any Client Materials in their entirety by the date agreed between the Client and the Producer for any step or stage of progress to be reached by the Producer shall be extended by the period of such failure or delay.
- 6.3 In the event of the Budget being exceeded the Producer agrees to inform the Client in advance of such increase being incurred and provide the Client with a statement of costs.
- 6.4 In the event of the Budget being exceeded the Producer agrees that the prior approval in writing by the Client shall be required in order to authorise any increase in the amount payable to the Producer over and above the amount of the Budget; where such approval in writing is given the new amount payable so approved shall be payable as so approved.

Terms and Conditions

- 6.5 By entering into this Agreement the Client approves the Programme Outline and the Production Schedule. If the Client subsequently wishes changes to be made then the Client shall make such requests to the Producer in writing. The Producer will consider such requests and, where practicable, include them as agreed variations. The Client accepts that late changes may not be possible without disruption to the Production Schedule which may result in additional costs. Where additional costs are likely to be incurred the Producer will inform the Client in writing and the Client must accept such additional costs in writing before the variation is effective.
- 6.6 The Producer will produce the Programme in accordance with the standards reasonably to be expected of a professional programme maker. It is agreed that the Producer shall be granted by the Client reasonable artistic licence regarding scenes, poses, locations etc. as applicable. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested by the Client.
- 6.7 We will back-up to secure your footage and project via offsite online back-up service and onsite hard drive storage. This will be deleted at our discretion.

Obligations of the Client

- 7.1 In consideration of the production of the Programme and of the rights granted under this Agreement the Client shall pay to the Producer the Budget in accordance with the Budget Payment Dates.
- 7.2 Failure to pay on time will incur penalties and interest in line with Late Payment of Commercial Debts Regulations 2002. The penalty is £40/£70/£100 for debts under £1,000/under £10,000/over £10,000 plus interest at base rate plus 8%.
- 7.3 In the event of the Budget being exceeded the Client agrees to pay such additional costs provided that the Producer informs the Client in advance and provides upon request to the Client a statement of costs incurred to date and details of the additional costs.

Terms and Conditions

Retention of Materials

8.1 The parties agree that the Producer shall be entitled to and shall keep the Rushes and Master video file(s) for a period of one (1) month from delivering the first video edit. Forthwith upon the expiry of the said one (1) month period the Producer shall be entitled to destroy the said Rushes, Master video and other materials or to retain the same at its absolute discretion.

Artistic Issues

9.1 The Client and the Producer agree that the Producer will have reasonable artistic licence regarding scenes, poses, locations, video edits and other matters of a subjective or artistic nature in relation to the Programme.

Confidentiality

10.1 The Producer and the Client shall not disclose to any third party any confidential business information or future plans of the other party at any time acquired during the existence of this Agreement and no reference is to be made to the terms of this Agreement by either party in any advertising publicity or promotional material without the prior written consent of the other party.

Quality Control & Force Majeure

11.1 In the unlikely event of any unresolved complaint, we and you, agree to abide by the decision an arbitration panel. This service is free of charge, will be fair minded, unbiased and just adjudication. In referring a complaint, we will agree to comply with their decision which will also be binding on you.

Terms and Conditions

- 11.2 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.
- 11.3 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. In the event of a part of the Event being recorded we will in that case return a fair proportion of the Price.
- 11.4 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.
- 11.5 We do not exclude our liability to you any death or personal injury or damage to property that may have been caused by our negligence or that of any our employees.
- 11.6 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 or arising under common law is excluded in so far as it possible to do so.
- 11.7 We take every precaution possible to ensure you Event is produced without hitch. We are of course all subject to thing that happens beyond our control. In such circumstances we undertake to return all monies paid, including any booking fees, and this will be the maximum limit of my liability.