

## Unreel Films Ltd Terms & Conditions:

1. Booking can only be confirmed by paying the booking fee .
2. Payment plans are agreed and in writing on customer receipts
3. Photo's & Video's will not be placed into the editing queue until 80% of the balance is cleared
4. video editing takes between 6-12 months to receive your preview copy.  
You have 6 months to complete the song list forms ( which can be downloaded from our website unreelfilms.uk) if we do not receive the song list in this timeframe the 6-12 month timeframe will not apply and therefore delay your film by a further 6 months. , Once Preview is given it is the responsibility of the customer to get back to Unreel Films regarding amendments within 1 month of receiving the preview copy after this period unreel films will send out final copies automatically and a further charge of £250 will occur for any amendments required by the client.
5. Amendments to video will take between 2-4 weeks from receiving amends. Amendments are taken place with the client at the Unreel Films Office. Appointments are given to our earliest availability.
6. Raw footage is not given to clients under any circumstances. Unreel Films hold full rights over all material captured by unreel films.
7. If the Drone is booked & weather does not permit its use (eg.rain) the pilot will be provided as an  
additional photographer or cinematographer. Refunds are not provided if the quadcopter is not used due  
to adverse weather conditions or poor lighting.
8. Payment of booking fee confirms client agreement to Digital Perfection & Unreel Films Terms & Conditions. also on website to be viewed in full.  
[www.digitalperfect.co.uk](http://www.digitalperfect.co.uk), [www.unreelfilms.uk](http://www.unreelfilms.uk)

- 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 pay the booking fee, 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 first instalment. Until we have received the first instalment (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 first instalment and we shall be entitled to enforce it.
- 2.2 You must pay the second instalment (shown on the booking form) in full (and if by cheque that cheque has cleared) no less than 7 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 first instalment.

2.3 Booking fees are non-refundable

2.4 Any cancellation must be notified to us in writing addressed to us at the address shown in the booking form.

2.5 Interest will be charged on late payments at the rate of 2% per calendar month or part month on any overdue balance.

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.

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.

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.

3.8 The client will brief us as to what aspects are to be included in the film. These requirements and our creative licence will determine the output of the wedding film. Any faults deemed to be the fault of the studio will be amended free of charge. We are not responsible for hampered video or audio capture due to restrictions at events.

3.9 Force Majeure (alludes to an unrivalled power or unanticipated occasion, and beyond the countries abilities to control the situation, making it substantially infeasible to satisfy the worldwide commitments and is cognate to the state of emergency.) Unreel Films Ltd will allow the rescheduling of events to another

date without extra charges provided the function details ( times, number of guests etc) remain the same. The Client must ensure Unreel Films Ltd is available on the new date before committing with any other wedding supplier. In the event the client does not confirm availability and Unreel Films Ltd has another booking then the booking fee will not be returned. We will work with our clients to try and accommodate as best we can but can not always guarantee availability.

#### Ownership of the Master File and copyright

4.1 The master file remains our property. Copyright in the master file is vested in us. This means that:

(1) we reserve the right to dispose of the master file 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, discs or other recorded media unless we have agreed in writing that you may do so. Master files or discs are kept for a up to 1 month after your final copies have been given to you.

4.2 We reserve the right after you have received your file, to show the film or part of it to any prospective client who may wish to see a sample of our work, or to enter the film into competitions or use extracts in our show reel. We will not however release any part of your video for a public showing or broadcast without your prior written consent.

4.3 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.

#### 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. Our films are delivered digitally either online or via usb. DVDs can be ordered at a cost of £25 each

#### Consents

6. Please note that it is your responsibility to obtain the consent from the owners of the Venues where the Events are 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 Film to you until that consent (which is required for copyright reasons) has been obtained.

#### Schedule and Quality Control

7.2 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.

You may provide input prior to the editing process, but Unreel Films ltd has final creative control.

7.4 We will use all reasonable efforts to deal with any amendments 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 “«Company Name»” or their authorised representative,  
“you” is the person or persons making the booking and who are entering into the legal obligation,

“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 “DVD” or “disc” or “tape” or “video tape” includes any format or media on which the recording is made or delivered.”