

Terms of Service for Media Production by Keepsake Productions

Name of client:

Date of event:

Venue of event:

1. Our Code of Practice Overview

The Code of Practice has been designed to aid both Keepsake Productions and the general public by outlining certain standards and expectations that should if met fully, ensure that every commission is carried out to both parties' satisfaction.

2. Our Code of Practice

- Keepsake Productions will conduct business in a professional manner and will at no time knowingly indulge in any practice or action likely to bring the company into disrepute.
- Keepsake Productions will at all times strive to maintain the highest standards of production.
- Upon request, public liability insurance policies are to be made available for inspection by the client and/or any organisation acting on behalf of the client.
- Keepsake Productions will at all times maintain the confidentiality of information either entrusted to them or obtained in pursuance of their work except on the order of a court of law or other appropriate authority.
- Keepsake Productions will at all times observe current Health & Safety regulations and have due consideration for the safety and welfare of staff, clients and the general public.

3. Standard Terms & Conditions

- 1) Introduction – A contract is formed between a customer (referred to as the 'Customer') and Keepsake Productions (referred to as the 'Company') when an order is received from the Customer. An order may be in written, verbal or electronic form. The Product or Service shall mean any product or service that is provided by the Company to the Customer. These conditions do not affect your statutory rights.
- 2) Supply – The Company agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.
- 3) Rights Reserved – Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing the Company with an Order, the Customer accepts these terms and conditions.
- 4) Restrictions, Environment and Filming – Restrictions imposed by others (church, photographer, guests, reception, etc) and the constraints of the physical environment, safety, weather, poor acoustic conditions or other conditions outside our control can affect the quality and extent of the video coverage possible and Keepsake Productions will not be responsible for scenes not included. It is therefore important and the responsibility of the Client to discuss and gain permission with the venue (Church/Wedding Venue/other) that you are having your wedding filmed they may have filming restrictions that could impact the quality of your wedding film. Keepsake Productions will not video record any event in the rain or other inclement weather such as would damage Keepsake Productions equipment. If weather conditions prohibit filming the event either in part or in whole

and arrangements have not been made to move the event indoors, retainer and amounts of money paid are non-refundable. Keepsake Productions cannot guarantee video quality in adverse lighting or weather conditions, or in rooms generating a strong colour tinge to the light which may not be satisfactorily correctable during editing. It should be noted that filming in low-light situations (e.g. small rooms, candlelight, disco/dance areas, evenings and nights outdoors) may impact the quality of the image captured by the camera. The client should acknowledge that videography requires reasonable lighting and that production may be compromised due to low or poor light levels. Environmental audio is recorded during certain parts of the day such as the ceremony and speeches. Keepsake Productions will take great care that audio is recorded to as high a standard as possible but is not responsible for extraneous sounds such as, but not limited to, air conditioning units, the ringing of mobile phones, passing emergency vehicles, crying children, coughing etc.

- 5) Prompting – If the order of the day includes the speeches before the meal then the Company will require a 5-minute set-up time once the guests are seated and the bride and groom have been announced into the room – this is to facilitate moving equipment into position and setting up audio recorders we cannot be held responsible for loss of footage due to not being informed of the above.
- 6) Parking – Where any of the venue locations used for the wedding/reception have parking availability, one parking place must be reserved for Keepsake Productions. This is to facilitate the moving of equipment into the premises and allow easy access to spare equipment left in the vehicle.
- 7) Payment – The Company shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied, the payment terms for which will be stipulated on the invoice. The deposit must be paid 2 weeks prior to the date of filming. The full balance as outlined on the invoice must be paid within 2 weeks of the date of the draft watermarked version of the finished product being provided to you. If the balance is not paid Keepsake Productions reserve the right to withhold its services.
- 8) Booking Fee/Cancellation – Monies paid by the Customer to reserve the product(s) or service(s) of the Company will be accepted as a Booking Fee.
- 9) Actual date booked/Cancellation of the product(s) or services(s) – If the Customer cancels the order less than 4 weeks prior to the Company supplying the product(s) or service(s), the Customer will be liable for the whole invoice value less any Booking Fee already paid.
- 10) Completion – The completed videos will normally be produced approximately 8 weeks from the date of the wedding, however, these time frames can be extended due to other ongoing work commitments such as filming or editing.
- 11) Receipt of the Video – Keepsake Productions will assume that the client accepts the quality of the finished video (supplied on a USB stick) unless the company is informed to the contrary within 28 days of the video being received, no amendments can be made after this time.
- 12) Request to change the edit – The client has chosen Keepsake Productions on the basis of their shooting and editorial style therefore creative and artistic aspects, such as shooting and editing styles are at the discretion of Keepsake Productions. Technical errors will be corrected free of charge.
- 13) Music Choice – Keepsake Productions will supply appropriately licensed music for the video.
- 14) Filming, equipment and content – Every effort will be made to ensure your event is recorded in full on the day. Multiple cameras (where possible) are used to minimise problems caused by equipment failure and these are also used to film certain parts of the event from a different angle. No liability is accepted for failure of performance due to any circumstances beyond our control. In the unlikely event of an equipment failure or a cancellation by Keepsake Productions, we will provide a full refund and accept no further liability. If only part of the event has been recorded Keepsake Productions will negotiate a proportionate amount of the total cost to be refunded. If the company is unable to complete the engagement for any reason whatsoever we will do our best to find another reputable company to film your wedding through our business contacts. If no such replacement can be found then our total liability is limited to making a refund of all money paid under the agreement.

Whilst we will do our best to record all the significant parts of the ceremony and function, including any specific parts you have asked us to record, the contents of the recording shall be at our discretion and subject to conditions on the day. We can give no absolute undertaking to successfully record any particular event or part of the ceremony.

- 15) Health & Safety – The Company and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).
- 16) Abuse/aggression/unacceptable Behaviour /Liable/Deformation – Keepsake Productions will not tolerate any form of abuse, aggression, unacceptable behaviour, liable and or deformation both on location or via email, telephone, letter, or social media, aimed toward any member of its staff or the company. In the event that this should occur then Keepsake Productions reserves the right to withdraw its service forthwith. Similarly, Keepsake Productions reserves the right to take any legal action deemed necessary against any offending parties.
- 17) Creative Brief – Unless otherwise agreed, the Customer accepts the Company’s decisions on creativity within the product(s) or service(s).
- 18) Liability – The Company accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of the Company being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.
- 19) Copyright – Keepsake Productions reserves the right to use any videography, audio or images for future marketing purposes.
- 20) Data Protection – The Customer must ensure that all necessary arrangements have been made with and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying the product(s) or service(s) – and that such recording is in compliance with data protection.
- 21) Care and Damage – to client property whilst every care is taken in the handling of the Customer’s property, the Company accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of the Company. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.
- 22) Right of Assignment – The Company retains the right to assign the supply of the product(s) or service(s) of the Customer to another suitable company should they be unable to complete these terms and conditions.
- 23) Basis of Law – These Terms & Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom.

4.1 Incidental Recordings

Using music in videography is not only consigned to dubbing commercial recordings but can also include the recording of ambient music being played live at an event or being played from a recording. Whilst there are some instances where the recording of music might be considered ‘incidental’ and therefore not in breach of copyright, in most circumstances, the videographer will be in breach of copyright if they do not first obtain permission. To be deemed Incidental, inclusion has to be incidental rather than featured and at the same time accidentally, carelessly or recklessly recorded.

4.2 Pricing

Under Consumer Protection law, it’s an offence to give consumers a misleading price indication about goods, services or facilities. The law applies to anyway in which the indication of price is given, for example in a

written notice or verbally. The Company's advertised pricing policy is based on the geographical location of Manchester, England, UK only.

4.3 Health & Safety

There are many potential hazards in video production, including the risks of working with electrical products, the potential for physical injury from falling equipment and the general risks associated with working in public places.

4.4 Health & Safety and the Law

Keepsake Productions has a legal responsibility to ensure the safety of themselves, those working alongside them and anyone who might be at risk as a result of their work.

4.5 Reporting Health & Safety Incidents

A hazard not fully understood or not foreseeable may cause an accident. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 is the specific regulation explaining the legal duties for reporting accidents and dangerous occurrences in places where work is being carried out. In the UK, the duty for reporting accidents/incidents under RIDDOR rests with the 'responsible person.' In general, the responsible person is the person who is in 'control' of the premises or location where the accident took place. This could be your client, a church minister/priest/vicar, a hotel manager or even the videographer themselves. You should discuss this with whomever you believe is in control of the premises and agree with them regarding reporting. Further guidance on the requirements of RIDDOR is available via the Health & Safety Executive (www.hse.gov.uk/riddor).

4.6 Portable Appliance Testing (PAT)

As part of their day-to-day activities, Keepsake Productions will work with portable electric appliances and as such must have these appliances tested at suitable intervals. Not only is this a regulatory requirement, but some property managers will demand proof of appliance testing prior to allowing the wedding videographer to connect their appliances to the property's mains supply. As an additional measure, using an in-line Residual Current Device (RCD) or Residual Current Circuit Breaker (RCCB) will help mitigate the harm caused by electric shocks.

4.7 Public liability

Keepsake Productions is covered in respect of Public Liability. A copy of these certificates and policies are available on www.keepsakeproductions.co.uk/compliance to clients and venues on request.

Please sign below to confirm that you understand and agree to these terms
