



# Client Service Agreement

## 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/Vendor:** means Sam Baly of Sam Baly Films.

**Client:** means you, 'the couple' represented by either one or both individuals specified on the booking form.

## Introduction

This contract is between yourself (referred to in the Terms & Conditions as "the customer") & Sam Baly Films and is activated once the Booking Fee (min deposit of £250 for Wedding Bookings or another agreed amount) has been received. The booking fee is non-refundable. The Product or Service is what is provided by Sam Baly Films to the Client. These conditions do not affect your statutory rights.

## 1. Services

The Vendor and Client agree that the videographer services provided on the specified date and locations will consist of the following:

- The Vendor agrees to services identified within this Agreement.
- The Client agrees to provide Payment, and a list of important shots to be made to the videographer prior to the final event filmed.

### 1.1 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 Sam Baly Films as soon as possible. The Client(s) must obtain permission to film the Marriage Service and the Client is also responsible for any fees levied at the various locations. The Client must also seek permission from any other venue where filming will be required. Arrangements should be made for all venues to be accessible by Sam Baly Films at least one hour before the time of each event; this is to be arranged by the Client.

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. Sam Baly Films 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 Sam Baly Films. If something occurred at the wedding that the Client does not want to appear on the final film, the Client must instruct Sam Baly Films in writing before post production begins.

Sam Baly Films is a videography team consisting of 1 or 2 camera operatives (where deemed necessary by Sam Baly Films) 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 vendor.

### **1.2 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.

### **1.3 Drone Footage**

Drone footage is included with all base packages, but is subject to the weather, available time and any permissions required.

### **1.4 Music**

The Vendor reserves the ability to select music for the project due to licensing and copyright restrictions as well as artistic style. The Client's preferences for style can be made known to the Vendor but this will be taken into consideration at the Vendor's discretion, and is subject to appropriate licensing being available.

### **1.5 Licenses**

To comply with Copyright law, if a choir or musician performs any music live that is to be filmed, 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) by the Client. 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 by the Client.

### **1.6 The Edit**

The Vendor will endeavour to build your film around any special requests made, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Client(s) wishes. The Vendor will not be held responsible for scenes not included due to inclement weather, absent persons or other conditions outside of the Vendor's control. Any final editing decisions are of the sole discretion of Sam Baly Films. 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.

### **1.7 Delivery of final product**

The final wedding film(s) will normally be delivered within 6 weeks of the wedding or payment, whichever is later. In exceptional circumstances, this time may be extended up to a maximum of 6 months from the wedding or payment date, whichever is later, due to influx of work or extenuating



circumstances. No refund will be given based on time required for the project to be finished, or for artistic preferences.

## 2. Payment

### 2.1 First deposit

The first payment is a non-refundable retainer. At a minimum, the Client agrees that the deposit fee fairly compensates the Vendor for committing to provide the Services and turning down other potential business.

### 2.2 Travel Fees (if applicable)

Travel fees are usually non-refundable, unless any booked accommodation or travel fees can be refunded.

Travel fees are only charged outside of a 50 mile radius of Bristol.

### 2.3 Destination Weddings

For all weddings taking place outside of the UK, additional fees are applicable such as round trip airfare, hotel stay for 2-3 nights pending complexity of filming, and car rentals (including fuel) to and from airports. All travel can be arranged by the Client per specification of the Vendor, or arranged by the Vendor with agreement of payment invoiced.

### 2.4 Remaining Balance

This is due no later than 1 calendar month prior to the wedding date, and should be paid by bank transfer. Vendor will invoice the Client at the appropriate time. The Client can make payment any time before this point by requesting an invoice.

Failure to pay the final balance within this period will **cancel your booking** and the **full price agreed will become chargeable**.

## 3. Cancellation

3.1 If the Photographer has to cancel or is unable to video the wedding for reasons beyond their control ("Force Majeure Event"), a suitable videographer specifically chosen by the Vendor with similar style and quality would be found to video your wedding day. The Vendor would then edit all the video footage and provide the same level of service and quality in all products originally offered.

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

3.3 However, if the date is to be changed, and the Vendor 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 then clause 3.2 will end Vendor's liabilities. If the Client wishes to use Vendor's services past this 6 month timeframe a new contract and retainer fee are required.



3.4 After a period of 14 days from the date of signing this contract, as compensation for loss of income to the Vendor the following cancellation rates apply to the client as a percentage of the total fee due:

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

3.5 In the event of Vendor not being able to attend the Client's wedding due to factors such as Coronavirus illness or self isolation, clause 3.1 will apply. If you would like to cancel your contract with Sam Baly Films in this circumstance and source your own photographer, clause 3.2 will apply. Should your wedding date fall directly during a forced national government lockdown clause 3.3 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 Client postpones the wedding date whilst no national government lockdown is enforced, clause 3.3 applies.

## 4. Exclusivity

Sam Baly Films will be the only official videographer present on the wedding day, except in the event the Vendor is unable to attend due to illness or reasons outside control in which case the Vendor will attempt to provide a substitute videographer.

## 5. Intellectual Property

### Copyright Ownership

Unless stated in this booking form Sam Baly Films retains Copyright of the films produced from this booking and are protected by the Copyright and Design act 1988.

Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by the Vendor and may be used in the reasonable course of the Vendor's business.

### Permitted Uses of Product(s)

The Vendor grants to the Client a non-exclusive license of product(s) produced with and for the Client for personal websites, and for dispersal to family and friends. The Client agrees that for any form of reproduction or public dispersal, the Vendor will be acknowledged. Additional rights may be granted by agreement between the two parties at that time, however the must be written and signed by both parties to be valid.

The Client allows the Vendor to legally exhibit the wedding video(s) or images in portfolios, websites, commercials and competitions, as long as the Client is presented in a positive light.



## 6. Artistic Release

### Style

The Client agrees that they have reviewed the Vendor's existing work and have a reasonable expectation that the Vendor will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

### Consistency

The Vendor will make reasonable effort to produce Services in line with existing portfolio styles including aesthetics and music. The Vendor will attempt to accommodate any reasonable suggestion made by the Client, however, the Client understands and agrees that:

1. Every wedding is different in terms of location, timings and environments.
2. Videography services are artistic in nature and therefore subjective and are a uniquely developed as an ever-evolving set of skills and preferences. The Client has hired the Vendor for these stylistic attributes.
3. Vendor will use artistic judgment when providing services for the Client, which may not include strict adherence to the Client's suggestions.
4. The Vendor will have the final say with regard to artistic choices for the final Product.
5. Dissatisfaction with the Vendor's artistic sensibilities or artistic judgement are not valid reasons for termination of this agreement or request for refund of fees.

## 7. Limit of Liability

### Maximum Damages / Loss of Product

In the unlikely event, by way of technical failure, or force majeure, that the footage is lost or damaged beyond repair, the Vendor shall refund the Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided. No further liability will be held by the Vendor. Should any of these events occur, the Client agrees to full confidentiality, and agrees to not tarnish the reputation of the Vendor by way of any negative communication, public or private.

## 8. Impossibility

### Force Majeure

Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as , but not limited to:

- A natural disaster
- War, invasion, Act of Foreign Enemies, Embargo, or other Hostility
- Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.



### **Failure to Perform Services**

In the event that the Vendor cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- Immediately give Notice to the Client, and
  - Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
  - Excuse the Client of any further performance and/or payment obligations in this Agreement.
- Vendor can also provide a videographer to film the wedding, and the Vendor will edit the footage created, as per clause 3.1.

## **9. Privacy**

**It is the responsibility of the Client to ensure all event/wedding guests are aware that filming is taking place and their likeness and voice may be recorded and included in final video footage that may be used for marketing purposes as mentioned above.**

## **10. Health & Safety**

The Vendor & the Client will act in accordance with all relevant health and safety requirements during filming and delivery of the product(s) or service(s).

## **11. General Provisions**

By submitting the booking deposit payment and form, the Client agrees they have read and understood this document and agree to be bound by its terms. Any additions, deletions or amendments must be made in writing and approved by all responsible parties. The parties agree that this contract is the complete and exclusive statement of the mutual understanding of the parties.

**Notice** - Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email:
  1. Vendor's Email: [hello@sambalyfilms.co.uk](mailto:hello@sambalyfilms.co.uk)
  2. Client's Email - as submitted on the booking form.

This agreement constitutes the final, exclusive agreement between the parties relating to the wedding video and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

The parties may amend this Agreement only by the parties' written consent via proper Notice.