

CC Donut Productions - Videography Agreement & Terms and Conditions Email: clancy@ccdonutproductions.com.au Phone 0439 081 565

Terms and Conditions

1. Definitions

In these Terms and Conditions: 'Videographer' refers to CC Donut Productions, its employees, contractors, and representatives. 'Client' refers to the person or entity commissioning the videography services. 'Event' refers to the occasion, production, or project for which videography services are provided. 'Footage' refers to all video, audio, and related content captured or produced by the Videographer.

2. Booking and Payment

A booking is confirmed only once a deposit (where applicable) has been received and the Client has agreed to these Terms and Conditions. The balance of any agreed fee is due prior to delivery of the final video unless otherwise stated in writing. Deposits are non-refundable except where the Videographer cancels the booking.

3. Cancellations and Postponements

If the Client cancels the booking less than 14 days prior to the Event, full payment may still be required. Postponements will be accommodated subject to availability. If the Videographer must cancel due to illness, emergency, or other unforeseen circumstance, any payments received will be refunded in full.

4. Coverage and Artistic Style

The Videographer will make every effort to capture the agreed-upon content but cannot guarantee coverage of any specific individual, moment, or element. The Videographer's creative style, professional judgment, and technical expertise form part of the service. Editing and delivery style are at the Videographer's discretion unless otherwise agreed in writing.

5. Copyright and Usage Rights

All film and footage taken by the Videographer at the Event, in whatever form, are copyright protected. CC Donut Productions retains full copyright

and ownership of all footage and related materials created at the Event. The Videographer grants the Client a non-exclusive, non-transferable license to use, reproduce, and publish the footage for personal use only (for example, home viewing, Facebook, Instagram, or blogs). Any sale, licensing, or publication of the footage for profit or commercial gain without the Videographer's express written permission constitutes a violation of federal copyright law. The Videographer reserves the right to use excerpts or stills from the Event for self-promotion, including on websites, portfolios, and social media, unless the Client specifically requests otherwise in writing prior to the Event.

6. Delivery and Revisions

Delivery timelines will be communicated to the Client at the time of booking but may vary depending on workload and project complexity. Reasonable revisions to the final video may be requested within 7 days of delivery. Additional editing beyond the agreed scope may incur extra charges.

7. Limitation of Liability

The Videographer will take all reasonable care with materials and equipment but shall not be liable for any loss, damage, or failure of equipment that is beyond their control. In the unlikely event of total loss or failure to deliver a video due to technical issues, the Videographer's liability shall be limited to the return of all payments received. The Videographer will not be liable for indirect or consequential losses, including loss of profit or opportunity.

8. Client Responsibility

The Client is responsible for obtaining all necessary permissions, permits, and consents for filming at the Event. The Client shall ensure that participants are informed that filming will take place and that necessary releases are obtained if required.

9. Force Majeure

Neither party shall be liable for failure to perform obligations due to circumstances beyond their control, including but not limited to natural disasters, acts of war, pandemics, or equipment failure beyond reasonable prevention.

10. Agreement

By engaging CC Donut Productions, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.