## **SkyWare Terms and Conditions**

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1.0 The following words or expressions shall have the meanings stated:

“Videographer” or "his" means SkyWare trading as SkyWare.
“Customer” means the person identified as the customer on a booking form.
“Booking Form” means a form (whether or not printed on the reverse of these terms and conditions) completed by the customer, by which the customer instructs the Videographer to create material.
“Material” means all footage, Copies, DVD's, Blu-Ray, VHS, Digital Files, and/or any other product comprising or containing reproduction of any form of video material, and which has been created by the Videographer.
“Order” means any request, order, commission, instruction or booking by or on behalf of the Customer for creation of material by the Videographer.
“Price” means the price for an Order as set out on a Booking Form.

2.0 Any work of any description undertaken by the Videographer pursuant to an order shall be subject to these terms and conditions.

3.0 Copyright and ownership of all material is retained worldwide by the Videographer at all times and nothing shall be deemed as a release, transfer, assignment or other disposal of the Videographer's rights in the material, save as:

3.1 Specifically set out in these terms and conditions.

3.2 May otherwise be agreed by the Videographer in writing.

4.0 In consideration of the price the Videographer will undertake such work as is necessary to fulfil the requirements of an Order.

4.1 The Videographer will not be responsible for any losses, damages or errors due to misinformation or equipment failure or force majeure.

4.2 In consideration of the Videographer’s agreement in Paragraph 4.0 above, the customer will pay the price in accordance with the provisions set out in Paragraphs 5 & 6 below.

5.0 An Order shall be subject to the following provisions:

5.1 The Videographer shall be entitled to require a booking fee on account of the price, as may be agreed between the Videographer and the Customer prior to the taking of steps to create any material.

5.2 Customers who have placed an order on the internet, over the phone or in the post have fourteen days to ‘cool off' during which time if they wish to cancel the Order they must notify the Videographer in writing. Any monies paid will be refunded without penalty (excluding expenses already incurred). The refund shall be issued by the same means in which it was received, should this not be possible an 'a/c payee only' cheque will be issued in the name of the person whom made the payment.

5.3 In the event of a cancellation of an Order by the Customer, in addition to any entitlement to claim damages for losses arising from such cancellation, the Videographer shall, in any event, be entitled to retain the booking fee, save as.

5.3.1 In the event of a cancellation of an Order by the Customer within six weeks prior the date of event, the Videographer shall be entitled to full payment of an Order, save as otherwise agreed in writing.

5.4 In the event where the Customer requests a date change from the original booking, the Customer accepts;

5.4.1 Date changes are subject to the Videographers and / or the Videographers sub-contractors availability.

5.4.2 The original quoted fee is null and void, the Videographer will advise of the revised cost.

5.4.3 If the Videographer and / or Videographers sub-contractors are not available on the requested 'new' date the Videographer shall be entitled to retain the booking fee, save as.

5.4.4 The Customer is entitled to cancel the order under terms of paragraph 5.3 of these terms and conditions.

5.5 In the event of a cancellation of an Order by the Videographer, a full refund of any monies paid will be issued within two weeks of notification. The refund shall be issued by the same means in which it was received, should this not be possible an 'a/c payee only' cheque will be issued in the name of the person whom made the payment.

5.6 The Videographer shall be entitled to agree to regard any Order that is not evidenced in writing as invalid.

5.7 The Videographer licences the Customer to utilise the Material produced as a result of the Customer’s Order to the extent of private use only, unless otherwise agreed by the Videographer in writing. Any breach of such licence shall automatically revoke such licence without further notification from the Videographer.

5.8 Unless specifically otherwise agreed in writing between the Videographer and the Customer, the Videographer is entitled to utilise Material ordered by the Customer for the advertising, marketing and promotion of the Videographer’s business.

5.9 The Videographer shall be entitled to sub-contract his obligations under an Order at his discretion.

5.10 Save as otherwise agreed between the Customer and the Videographer, the Videographer shall be entitled to use his judgement regarding the style and artistic input in the production of Material.

5.10.1 The Videographer will not under any circumstances undertake to mimic, recreate or copy another person or companies work or style.

5.10.2 The Videographer shall not be liable to the Customer for any failure, in whole or in part, to fulfil his obligations under an Order where failure arises as a result of an event or circumstances beyond his control, which may include (but are not limited to) equipment failure, inclement weather, illness or injury.

5.10.3 Customers wishing material to be placed on third party websites accept the Videographer is not responsible for their policies.

5.10.4 Filming time is subject to fair play. The Videographer shall fulfil his obligations agreed under an Order provided the event doesn’t over-run beyond what is reasonable as a result of an event or circumstances beyond his control. For weddings the cut-off time is 6.00pm (or sunset in winter months). Additional fees will apply should the Customer request the Videographer to stay past the cut-off time, the Videographer has discretion whether the request can be honoured, save as otherwise agreed in writing.

6.0 Two weeks before the date of the Videographer’s obligations under an Order the Videographer shall deliver an invoice for the price to the Customer and the Customer shall pay the price (or any balance of it) within 14 days of the date of the invoice. Any sum outstanding after the expiry of 14 days shall have the following consequences:

6.1 Where payment of an Order hasn't been received within the terms of the agreement, the Videographer shall be entitled to cancel the Order and retain the booking fee, save as.

6.2 A second invoice may be sent offering a period, as defined on the invoice terms, in which to settle. Should payment not be received a late payment fee of 5% will be added. Additional editing fees may also be incurred should an order be removed from the editing system due to non-compliance of these terms.

6.3 Returned payments attract a charge of £30.00

6.4 Any licence granted by the provisions of paragraph 5.7 above shall be automatically revoked, and shall only be capable of reinstatement upon payment of any outstanding sum plus interest and any other costs incurred by the Videographer.

7.0 Where an Order lasts longer than a period six hours a cooked meal must be provided by the Customer and at the Customer's expense, save as otherwise agreed in writing.

7.1 Other expenses incurred, such as (but not limited to) travel and accommodation may be levied at the final planning stage should the Videographer deem necessary as part of the Customers Order, save as otherwise agreed.

7.2 Save as otherwise agreed in writing, any import/export duties/taxes as required by law for a Customer's Order will be levied at the final planning stage or upon completion of an Order.

8.0 Save as otherwise agreed in writing, the customer is responsible at all times for obtaining (and if necessary, paying) the appropriate music rights, licences and / or permissions for any music to be included as part of their Order.

8.1 Save as otherwise agreed in writing, the customer is responsible at all times for obtaining (and if necessary, paying for) the appropriate permissions for any person, place or thing to be recorded / included as part of their Order.

9.0 Notification of technical faults and requests for changes shall be subject to the following provisions, save as otherwise agreed in writing.

9.1 At any point prior to delivery, the Customer may, for a fee, request a 'Draft edit'. This will entitle the Customer to any reasonable 'light' edits, provided they are in keeping with the Videographers overall style. This is not the same as a full re-work. Draft edits after delivery are not possible.

9.2 Technical faults must be notified within fourteen days of delivery. Faults notified after fourteen days of delivery it may not be possible to rectify or a charge may be levied.

9.3 Requests for changes to be made after delivery must be submitted within fourteen days of delivery. Requests for changes to be made after fourteen days of delivery may not be possible. Charges will apply to all changes requested after delivery.

10.0 An Order, as evidenced by information on the Booking Form and as governed by and together with these terms and conditions shall form the entire agreement between the Videographer and the Customer, save as otherwise agreed in writing.

10.1 An Order, as evidenced by information on the Booking Form is processed in accordance with our GDPR Policy.

11.0 The contractual relationship between the Videographer and the Customer shall be governed by the laws of the United Kingdom.