

## Terms & Conditions

### 1. Introduction

This contract is formed between yourself (referred to in the Terms & Conditions as "the Client") & James Kar Productions (referred to in the Terms & Conditions as "JKP") once the Booking Fee (min deposit of 50%) has been received. The Product or Service shall mean any product or service that is provided by JKP to the Client. These conditions do not affect your statutory rights.

### 2. Supply

JKP agrees to supply the product(s) or service(s) to the Client as detailed in the Proposal/Order and according to the terms and conditions of this contract.

### 3. Rights Reserved

Should JKP 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 JKP with an Order, the Client accepts these terms and conditions.

### 4. Payment

JKP shall issue an invoice to the Client in respect of products or services supplied, or to be supplied. A Booking Fee (min deposit of 50%) is required to secure your booking. Remaining payment(s) of the outstanding balance must be paid no later than 6 Weeks prior to the event. Post event options will be invoiced separately and must be made in full upon ordering of such services. Fees are based upon local travel with 1 vehicle. Where travel is outside the local London area, any travel/additional expenses will be invoiced separately after the event. Title in the goods or services shall remain with JKP until full payment of all fees has been received, unless otherwise stipulated in the Order. All fees are subject to VAT.

### 5. Health & Safety

JKP & the Client will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

### 6. Creative Brief

Unless otherwise agreed, the Client accepts JKP decisions on creativity within the product(s) or service(s).

### 7. Pre Production Planning

Clients are asked to complete a form prior to their event detailing the specifics of your event. We strongly urge all clients to complete this information comprehensively as failure to do so may affect the completed project. In addition any last minute changes on the day may result in missed coverage for which we cannot be held responsible.

### 8. Coverage

JKP agrees to capture your event as per the order confirmation, however failure to provide accurate schedule of events or adequate notice JKP cannot be held responsible for the following:

- Any last minute changes imposed
- The venue's restrictions regarding filming in certain areas
- Weather affecting filming conditions
- Sound distortion due to children and others

JKP cannot guarantee to capture any specific item of footage although we do endeavour to capture every moment comprehensively. Clients must accept the crew member's direction regarding filming and what is captured shall be accepted.

### 9. Meals & Breaks

The crew will be entitled to a minimum 30 min break for any event over a 6 hour period. The client is politely requested to provide refreshments to the crew to ensure they are able to resume filming & photography in a timely manner. For any event over an 8 hour period, the Client is politely requested to provide a meal for the crew.

### 10. Post production

Most projects usually take 1-2 months to complete. All information needs to be provided and the payment schedule must be up to date in order for work to commence. After a final draft is handed over we request any amendments to be passed over no more than 10 days after viewing. Technical errors will be corrected as per the agreed terms however any major creative or editorial changes are at the discretion of JKP and will be charged for. To confirm the rate for additional editing/changes is £50 per hour.

#### 11. Booking Fee/Cancellation

A deposit of 50% paid by the Client to reserve the product(s) or service(s) of JKP will be accepted as the Booking Fee. If the Client cancels the order less than 3 Months prior to the event, the Client will be liable for the whole invoice value less the amount already paid. If the Client cancels the order more than 3 Months prior to the event, the Client shall forfeit the Booking Fee.

#### 12. Liability

JKP 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 JKP 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 Client.

#### 13. Copyright

Unless otherwise stated in the Order, JKP retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Client in relation to the Order. Delivery of any video content on the web is restricted to JKP only.<sup>1</sup> Video conversion, web streaming and other delivery of JKP content by third parties can only be done with permission from JKP. The Client must ensure that permission is sought for the inclusion of any copyright material they supply to JKP to enable them to deliver the product(s) or service(s). The Client must also ensure that permission is sought for the inclusion of any performers or performances, trademarks, locations and music. JKP retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. Music supplied by the Client to JKP for use in their production must be original and legitimately owned. JKP accepts no responsibility for any breach in copyright for customer supplied music. The Client agrees to indemnify JKP in the event of any breach of copyright claims being brought against them in respect of material supplied by the Client.

#### 14. Data Protection

The Client 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 JKP supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection. JKP reserves the right to use extracts from the finished production for publicity purposes on any James Kar Limited website, third party websites associated with weddings, any social media and sample media formats. The client will notify those attending the event that they may be recorded on video cameras and that by attendance they give their consent to being recorded.

#### 15. Care and Damage to client property

Whilst every care is taken in the handling of the Client's property, JKP accepts no responsibility whatsoever for any loss or damage, however caused, or any other loss by unforeseen circumstances whilst they are in the custody of them. Liability for such loss or damage will be limited to the replacement cost of the materials or media (the wedding film) and in no circumstances will any liability attach to any claim for the value of the content.

#### 16. Right of Assignment

JKP retains the right to assign the supply of the product(s) or service(s) to the Client to another suitable company should they be unable to complete these terms and conditions.

#### 17. Confidentiality

Unless otherwise agreed JKP will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Client shall keep confidential any methodologies and technology used by JKP to supply of the product(s) or service(s).

#### 18. Customer Material

JKP retains the right to destroy all Client video material upon handover of the final product(s) or service(s). All Client material will be deleted or destroyed 48 hours after handover of product(s) or service(s). JKP accepts no liability for loss or damage of product(s) or service(s) once handed over to the Client. JKP accepts no liability for loss or damage of Client personal property given to aid productions e.g. music CDs.

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<sup>1</sup> Restrictions on delivery of content on the web is currently waived on all bookings prior to the launch of James Kar Wedding Films.