

One Wedding // The Contract
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Contract for Wedding Video/Photography Services

Proposal

Name of company: One Wedding Limited

Business Address: 79 Heath Avenue, Rode Heath, Cheshire, ST7 3TH

Registered company address: 79 Heath Avenue, Rode Heath, Cheshire, ST7 3TH

Name of client: XXXXXXXXX

Address of client: *Insert address here*

This is a legally binding contract between One Wedding Limited: 79 Heath Avenue, Rode Heath, Cheshire ST7 3TH and

XXXXXXXXXX of: *Insert address here*

(Names(s) and contact details, hereafter referred to as "the client")

One Wedding Limited has been contracted to perform the wedding photography and/or video service selected below on Saturday 28th March 2015. Coverage locations and times will be as follows:

Preparations: *Address and Time goes here*
Ceremony: *Address and Time goes here*
Speeches: *Address and Time goes here*
Cake Cut: *Address and Time goes here*
First Dance: *Address and Time goes here*

Any Specific footage required (will be included in the highlights video if possible)

Service Selected

The client has selected the full photography package that includes full coverage of the client's wedding day. All 350-450 edited images will be supplied on a DVD. An online photostory/slideshow will also be available to view online. The package also includes full wedding videography that includes a 5-7 minute highlights video plus individual videos of the ceremony, speeches and first dance. All videos will be provided on a DVD.

Travel Costs: Travel is charged at 30p per mile from Sheffield postcode S8 9AD. Travel is only charged for weddings where travel to the wedding exceeds 40 miles.

Accommodation Costs: In this instance One Wedding will pay for their own accommodation.

Delivery

The final edited photos/video will be delivered to: **Insert address here**

And available to view on or before (date): 20/06/15 (this date is an estimate)

Format(s)

All 350-450 hi-res (Minimum 240dpi) edited images will be supplied on a DVD with a photostory/slideshow being able to view online. All videos will be delivered on a DVD disk. All products may originally be displayed online before postage.

Other Contacts

Best Men: **Name and Contact Number**

Maid of Honor: **Name and Contact Number**

Others: Eg Wedding Planner, Venue Organiser

Fees £1700 (one thousand seven hundred pounds only) - Excluding Agreed Travel

Services commence 28/03/15

Services end 20/06/15 (estimated delivery date)

Payment terms

Invoice upon completion of wedding date. Invoice is subject to the terms of the 'Late Payment of Commercial Debts (Interest) Act 1998'.

Details: BACS- One Wedding Limited, 20-24-09, 33586537. Make all cheques available to One Wedding Limited.

We indicate by our signatures that we accept the Terms and Conditions of this Agreement.

Signature: Thomas W Pumford	Electronic Signature (Name)
Title: Director	N/A
Date: 5 th January 2014	Date:
For and on behalf of One Wedding Limited	For and on behalf of Insert Bride and Groom names here

Terms & Conditions of Business with One Wedding Limited

1. DEFINITIONS

- 1.1 "Company" means One Wedding Limited of 79 Heath Avenue, Rode Heath, Cheshire, ST1 3TH.
- 1.2 "Client" means any person who purchases services from the Company.
- 1.3 "Proposal" means a proposal, application, quotation or other similar object describing the Companies Services.
- 1.4 "Services" means the Companies Services as described in the Proposal.
- 1.5 "Fee" means the monies due to the Company from the Client for providing the Services
- 1.6 "Terms and Conditions" means the terms and conditions of supply of the Services as set out in this document and any subsequent terms and conditions agreed in writing by the Company
- 1.7 "Agreement" means the contract between the Company and the Client for the provision of the Services incorporating these Terms and Conditions.

2. GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Company to the Client and shall supersede any other documentation or communication between parties including but not limited to email, telephone and in-person communication.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Company.
- 2.3 These Terms and Conditions shall be attached to any Proposal and electronically or physically signed and returned to the Company by the Client.
- 2.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Company may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.5 It is the Clients responsibility to notify the Company of any intention intentions to not supply food and drink during the wedding day.
- 2.6 Copyright for all footage filmed/photographed will be owned by *One Wedding Limited*. *One Wedding Limited* reserves the right to display/copy any part of produced video/photographs for future demonstrations/displays and advertising purposes.
- 2.7 *One Wedding Limited* is not liable for any delays in postage. It is the Client responsibility to notify the Company if the final product has not been received with 7 days of the estimated 'Service End' date as outlined in the Proposal.

3. PRE PRODUCTION

- 3.1 It is the client's responsibility to secure access to areas for videography/photography. *One Wedding Limited* will not be responsible for coverage lost due to access restrictions. In some circumstances footage quality may also be limited by the permissions granted for example, the Company may be only be able to capture the ceremony from specific areas of the ceremony location or, may only be able to use a selected amount of recording equipment as outlined by the ceremony officiate. The company will not be responsible for the quality of production where permissions have not be granted. *One Wedding Limited* will also be limited by the permissions gained and will not be held responsible for quality or collection of footage where restricted permissions have been granted. The Client is responsible for gathering filming/photographing permissions from any guests.
- 3.2 *One Wedding Limited* reserves the right to terminate this contract at any time for any reasonable cause including but not limited to accidents or ill health. In this event all monies paid will be refunded in full. Any liability on the part of *One Wedding Limited* will be limited to the amount of monies paid. If the Company decides to exercise their right to termination, the Company will assist the Client in seeking a replacement. *One Wedding Limited* is not responsible for any agreements created between the

Client and any third party.

33 In some cases a pre-wedding photo-shoot may have been agreed. This is complimentary and is not outlined in the services. If the Client wishes to exercise their right to the photo-shoot, a date must be arranged with the Company. If both parties fail to reach an agreed date, One Wedding Limited will not be liable. Preferred days tend to be during the week or occasionally on Sundays.

4. PRODUCTION

4.1 *One Wedding Limited* will be the exclusive professional videographers/photographers of the client's wedding. Friends and family are permitted to operate cameras on the condition that they do not interfere with or get in the way of the professional coverage.

4.2 Creative aspects such as shooting and editing style are at the discretion of *One Wedding Limited*. *One Wedding Limited* will endeavor to complete the services as outlined in the proposal while creating products of a similar nature to the ones displayed in *One Wedding Limited's* portfolio. If the wedding style is of a different nature to the weddings shown in the company's portfolio, the company will not be held responsible for the difference in style of both productions and finished product. It is the responsibility of the client to ensure that the company's portfolio is of similar style to the format and style of wedding photography/video they require. Unless otherwise stated, *One Wedding* will endeavor to use a song that suits the style of the video production.

4.3 *One Wedding Limited* will not be liable for any production problems beyond our control including but not limited to, bad weather, accidents, poor acoustics/lighting, interference from guests, car breakdowns etc.

4.4 *One Wedding Limited* will focus on the bride and groom throughout the day other than in moments where the emphasis on the featured person has changed for example, focus on the best man during the best mans speech. If the Client wishes for a specific focus point eg capturing the Mother of the Bride during the ceremony it must be outlined in the 'Specific Footage' section of the Proposal.

4.5 *One Wedding Limited* will endeavor to perform production tasks to the best of their ability, but accepts no responsibility for unforeseen circumstances including but not limited to equipment failure, power cuts, illnesses, inability to attend and perform services, and/or any other situation where the resulting product is less than ideal. *One Wedding Limited's* sole liability in any case shall be limited to a monetary amount no greater than the total of monies paid by the client. In other words, if a video/photography session either fails to be recorded/captured or is unable to be performed by the FAULT of *One Wedding Limited*, the customer will receive a total refund of everything the customer paid to *One Wedding Limited* for the event.

4.6 It is the responsibility of the client to provide a list of required shots prior to the wedding especially in the circumstance of family photography. If no group shot list is presented prior to commencement of service no responsibility will be placed on the company for lack of family/group shots captured. It is also noted that the client must nominate a member of the wedding party to help arrange the photography of the family. *One Wedding Limited* will not be held responsible for any missing group shots. It is of the client's upmost responsibility to ensure all family/group shots are taken on the wedding day.

4.7 *One Wedding Limited* will endeavor to complete the service as outlined in the Proposal including but no limited to capturing footage during the day that will best achieve the goals outlined in the Proposal. *One Wedding Limited* will not be liable for any footage not captured that they believe will not significantly improve the overall quality of the video.

4.8 *One Wedding Limited* will capture the individual videos including but not limited to the ceremony, speeches and first dance in real time length for example if the speeches continue for a period of 30 minutes, the speeches video will be no longer than 30 minutes in length.

4.9 *One Wedding Limited* will endeavor to capture the individual videos in their entirety although this may not always be possible. The Company will not be liable for any minor omissions from the video.

5. HANDOVER

5.1 Upon taking possession of the finished product, the client must inform *One Wedding Limited* of any technical or other problems with the video/photos within 7 days. After 7 days, if no notification has been received, the client will be deemed to be satisfied with the product.

5.2 If the Agreement states that raw footage will be provided by the company as part of the service, a hard drive of no less than 200gb storage must be provided. The hard drive must be compatible with the latest Apple Macintosh computers. Postage, both

return and outbound must also be paid in full. One Wedding Limited will not be held responsible for the quality of footage provided in the raw format. Video length and style will be at the discretion of the company. The amount of photos taken must meet the Agreement as outlined in the proposal. In this instance 350-450 photos. If raw footage is not outlined in the Proposal, the Company will provide no raw footage to the client.

5.3 All re-edits will be at complete discretion of the Company with completion dates being issued at the time of request. In this case the 'Services End' date will become void and replaced with the newly issued dates.

5.4 Any specific footage/photography required in the product must be noted in the 'Specific Footage' section of the proposal. One Wedding Limited will not be held responsible for any footage not captured or included that has not been clearly noted in the Proposal. It is of the discretion of One Wedding Limited whether to re-edit to include required footage. If 'Specific Footage' is noted in the Proposal and required in the final product, One Wedding Limited will not be held responsible if the quality or style of the product is not of a similar standard to previous productions.

5.5 The Handover time as specified in the Proposal is an estimate only. Product may be available to view online originally rather than in physical format. During busy periods, particularly summer months, this date may be altered.

5.6 Album handover times are not accounted for in the Proposal. Album handover time will be dependent on the couples confirmation and acceptance of the print proof.

6. THE PROPOSAL

6.1 The proposal is attached to these terms and conditions.

6.2 The proposal shall remain valid for acceptance for a period of 10 days.

6.3 The proposal must be accepted by the client in its entirety.

6.4 The agreement between the Company and the Client, incorporating these Terms and Conditions, shall only come into force when the Company confirms acceptance to the Client.

7. THE SERVICES

7.1 The services are as described in the Proposal.

7.2 Any variation to the Services must be agreed by the company in writing.

7.3 The Services shall commence and finish on the dates specified on the Proposal unless terminated according to the terms of this Agreement.

7.4 Dates given for 'Services End' are estimates only and not guaranteed. Time for 'Services End' shall not be of the essence of the Agreement and the Agent shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the Services.

7.5 The agreed video length of the highlights video will be at the complete discretion of One Wedding Limited. The highlights video will be no longer than 7 minutes and no shorter than 5 minutes in length.

8. PRICE AND PAYMENT

8.1 The fee is as specified in the Proposal and is exclusive of any other charges as outlined in that document.

8.2 The terms for payment are as specified in the Proposal.

8.3 The Client must settle all payments for Services within 14 days of the commencement date.

8.4 The client hereby agrees to pay a non-refundable deposit of 25% of the total value of Services as outlined in the Proposal. In this case £425 is payable to *One Wedding Limited* in order to secure the booking. The remaining balance is due within 14 days following the wedding date and before the finished product is delivered.

8.5 In the event that more than one client wishes to book wedding services on the same day, preference will go to the first client to pay the deposit. Rescheduled weddings will only be accommodated if the new date does not conflict with another booked wedding. Deposits paid for the original wedding date will NOT be refunded.

8.6 The Client is not entitled to withhold any monies due to the Company

9. COMPANY OBLIGATIONS

9.1 The Company shall supply the Services as specified in the Proposal.

9.2 The Company shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and statutory obligations.

9.3 The Company shall comply with all regulations and statutory obligations regarding the use and storage of information relating to the Client.

10. TERMINATION

10.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

10.2 The Client may terminate the Agreement if the Company fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.

10.3 The Company may terminate the Agreement if the Client has failed to make any payment due within 14 days of the sum being requested.

10.4 In the event that the client wishes to terminate the Agreement a minimum 12-week notice period must be given before the wedding date. If intention of termination is given without a 12-week notice period before the wedding date the agreed amount (as outlined in the Fees) must be paid by the client.

11. WARRANTY

11.1 Both parties warrant their authority to enter in to this Agreement and have obtained all necessary approvals to do so.

12. ENTIRE AGREEMENT

12.1 These Terms and Conditions supersede any previous agreements, documents or other undertakings either written or oral.

13. GOVERNING LAW

13.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.