

# **Unrivalled Videos Wedding Terms and Conditions**

## **1 General**

- 1) "Me", "I", "my" refers to Lewis Raymond, owner/videographer of Unrivalled Videos. "You", "your", refers to The Client.
- 2) All footage filmed by Unrivalled Videos is under copyright protection. No person is permitted to copy, edit, monetise from or sell any footage without my prior written permission.
- 3) I may use wedding footage or images for the purpose of advertising on the official Unrivalled Videos website, social media channels or elsewhere, unless the client has made a written objection.
- 4) The client will provide me with any reasonably requested information as a result of any accident, criminal incident or other legal issue arising during or after the wedding.
- 5) This contract is not valid until both the contract is signed and the booking fee of £250 is paid in full. If the booking fee is not paid within a timely manner of the contract being signed, Unrivalled Videos will terminate this contract by email.

## **2 The Wedding Service**

- 1) The precise elements of the wedding filmed will be detailed to the client either through written digital communication, through the Unrivalled Videos Wedding Brochure or both. Any custom change to a package must be agreed in email.
- 2) The client agrees to provide me with all information required to fulfil the booked service, and the client understands any omitted information may impact the final video.
- 3) You agree not to hold me liable for any element outside of my reasonable control which may impact negatively on the final video. This includes, but is not limited to, venue protocols on camera positioning, poor venue lighting.
- 4) You agree that in the event that certain elements on my end that impact negatively on the final video, any refund will be proportionate to the extent of the disruption to the video in relation to the entire final video provided and limited to the total fees paid to me. This includes, but is not limited to, video/audio equipment failure, car breakdown.
- 5) Unrivalled Videos will be the only professional videographer at the wedding unless agreed otherwise.
- 6) All reasonable steps possible will be taken to ensure that filming is free from obstruction but this is not guaranteed.
- 7) Any instructions on positioning and filming by the person in charge at a venue (particularly religious venues) will be followed by me and this may affect the quality of the final video for which I cannot be held responsible.
- 8) I will be expected to film the booked elements of the wedding day. Any decision taken by the wedding partners that either excludes me from filming part of the wedding or shortens part of the recording of the wedding (such as the photo shoot) may affect the quality of the final video for which I cannot be held responsible.
- 9) I cannot be held responsible for any audio recordings affected by external noises outside of my control.
- 10) Typically, a break and a meal will be required during the early evening. This will usually be during the wedding dinner for approximately one hour to two hours. If I am booked until the last dance, an additional break will be taken between the first and last dances. If filming is required/agreed that coincides with my break, I will shorten or postpone my break and meal until a time when no filming is planned.
- 11) I do not require a hot meal to be provided by the client. However if the client wishes to provide a meal, I would kindly ask for a bar or restaurant meal to be provided and not the wedding meal. I would prefer to pay for a bar/restaurant meal over the wedding meal. If there is no bar or restaurant at the venue, I am happy to travel off-site for a hot meal during my break at my cost.
- 12) Any changes to the timings of any part of the wedding day or any additional requests to film must be communicated to me in good time before the wedding day.
- 13) On the wedding day, any changes to the timings of any part of the wedding day or any additional requests to film must be communicated to me as soon as possible. I will endeavour to accommodate any changes and requests as much as possible, but I am not liable for any lack of footage due to changes on the day. If I am off-site and I need to be contacted, I can be reached on my mobile phone or through email or social media message.
- 14) I do not take any responsibility for not filming anything beyond the events covered in the booked package (detailed in the Unrivalled Videos Wedding Brochure) unless additional filming has been agreed upon in writing or notice given in the "Additional Filming Requests" section of the booking form and subsequently agreed upon in writing.

- 15) If a surprise event is booked for the wedding without the knowledge of the wedding partners, the party responsible for booking the surprise must inform me of the surprise if filming of the event is required. Even though I will endeavour to film the surprise, I will not be held responsible if the surprise cannot be filmed.
- 16) I do not offer unlimited or constant filming of the wedding day and night, unless explicitly agreed upon. I do not offer to nor make a guarantee to be on-site at a venue at all times, especially during a last dance booking or when the venue doesn't have a bar/restaurant and requires me to travel off-site to have a meal.
- 17) I reserve the right to withhold delivery of the final video if there are unpaid charges outstanding for services which have been rendered until such time as those charges are paid in full.

### **3 Package Prices and Payments**

- 1) The price of a wedding package at the time of booking will be honoured upon payment of the booking fee.
- 2) Quotes are based on the known details of a wedding at the time and may change if I am apprised of additional details.
- 3) The booking fee of £250 must be paid in full to book a wedding and is non-refundable.
- 4) The final balance is due 1 month before the booked wedding date. Under no circumstances will a wedding be filmed if the full balance has not been paid before the booked wedding date.
- 5) Package prices are based on the following: For the 5<sup>th</sup> dance package: The time between the ceremony and 1<sup>st</sup> dance is a maximum of 9 hours. For the last dance package: A last dance time of 12AM (midnight) or earlier and the time between the ceremony and last dance is a maximum of 12 hours.

### **4 Other Charges**

- 1) There is a 1.75% to 3% fee for all card payments depending on method chosen.
- 2) A travel charge applies for the return journey to any location required for the booking. Distances and travel times are calculated from Kilmarnock, East Ayrshire using Google maps. The charges are:
  - Under 20 miles: No charge.
  - 20 - 49 miles: 40p/mile.
  - 50 - 74 miles: 45p/mile.
  - 75 miles or more: 50p/mile.

An exception is that all venues within Dumfries and Galloway and the Scottish Borders regions are charged at 50p/mile.

- 3) An accommodation charge may apply under circumstances where combined filming and travelling time exceeds 14 hours. The charge is calculated based upon the following:
  - The cheapest room for a night's stay at a nearby Travelodge or Premier Inn. If a Travelodge or Premier Inn is not located a reasonable drive from the venue, an alternative local inn's rate.
  - A travel rate of 50p/mile to get to the inn, plus:
  - A £20 flat rate per night.

In some cases, 2 nights' accommodation may be required. Accommodation must be paid in full at the time of booking.

- 4) Any filming requested in addition to the main wedding events covered in a booked package (detailed either in writing or in the Unrivalled Videos Wedding Brochure) is chargeable unless agreed otherwise in writing.
- 5) A charge of £25 per half hour applies if the booked service exceeds the times stated in section 3.5.

### **5 Delivery**

- 1) Wedding film delivery time depends on the current workload of wedding films at a given time and is typically around 4 weeks but may take around 8 weeks during busy times.
- 2) I will not accept liability beyond a replacement of the goods in the event of the loss of goods in carriage. Wedding films are sent on tracked or special delivery by Royal Mail in protective packaging.

### **6 Cancellation by You**

- 1) A cancellation must be confirmed by the client in an email to [info@unrivalledvideos.com](mailto:info@unrivalledvideos.com).
- 2) Cancellations will incur the loss of the booking fee in all circumstances.
- 3) Cancellations between 6 and 2 months of a wedding date will additionally incur the loss of 25% of any payments made above the booking fee.
- 4) Cancellations less than 2 months from the wedding date will additionally incur the loss of 50% of any payments made above the booking fee.

- 5) Upon cancellation, this contract will be terminated and you will be notified of this by email.
- 6) Any due refunds will be processed within 7 days.

## **7 Cancellation by Unrivalled Videos**

- 1) If I need to cancel your wedding booking, I will first notify you by email.
- 2) I will offer to take reasonable steps to seek another videographer to undertake the booking at a similar price if possible, and as soon as possible.
- 3) Upon notice of my cancellation, you will receive a full refund of all fees paid within 7 days. The limit of my liability will be the total fees paid to me.
- 4) This contract is terminated once the cancellation notice and refund have been made.
- 5) I will not be held liable if I cannot successfully replace the booked service for you, regardless of price.

## **8 Package Add-ons**

- 1) Add-on prices are subject to change. Full payment of an add-on is required to secure the add-on at the price advertised at the time.
- 2) Permission will be sought in advance from the venue(s) or other relevant authorities in order to fly the drone. In some cases, permission may not be needed. The drone may not fly if the weather conditions are poor, or air traffic or requests from authorities prevents this. If the drone cannot fly after purchased as a package add-on, a full refund for the drone will be made within 7 days. If the Cinematic Package is booked and the drone cannot fly at all, the refund given will be £75.
- 3) The duration of the trailer and highlights edits are approximate and are not guaranteed.
- 4) The raw footage may have some cuts of undesirable footage during editing.
- 5) Guest messages may contain the use of foul language or behaviour that may offend. If desired, a draft version of your guest messages can be provided. See section 12.1.
- 6) The filming of the pre-wedding shoot may be postponed due to weather conditions.
- 7) Bride/groom prep filming may incur a travel charge if not at or near to the ceremony location.

## **9 Consultation**

A pre-wedding consultation is offered free of charge in Kilmarnock, Ayrshire or via telephone/video call. I am happy to travel for a consultation for a charge.

## **10 Archives**

- 1) Typically, once 14 days have passed from the date a video has been posted, edited videos are moved into a mechanical hard drive to be archived and the raw files are deleted.
- 2) I will not be responsible for the availability of any wedding video after the above period of time expires.
- 3) Additional copies of archived wedding videos can be ordered, if available. The price of additional copies is £25 each plus a one-off fee of £35 to retrieve the copies from the archive.

## **11 Media**

- 1) I will replace any faulty media free of charge if I am notified of the fault within 28 days of the date of posting of the video. I will require the faulty media to be returned to me for inspection.
- 2) I cannot replace media free of charge if damaged after delivery.

## **12 Video Edits**

- 1) If you would like a draft USB copy of your wedding video sent out for possible revisions, please let me know before I post the final copies of the wedding videos. A draft video is charged at £25.
- 2) I can make minor edits (under 1 hour editing time) from a draft copy for no additional cost.
- 3) Further edits to a draft copy or edits to a final copy are charged at £40 per hour.

## **13 Covid-19**

- 1) If covid-19 forces a wedding date change, I will be happy to accommodate to a new date if I am available, free of charge.

2) If a venue has to cancel your wedding due to covid-19, I will be happy to accommodate to a new date once you have one booked, with no time limit.

3) If a general lockdown order by the UK or Scottish governments is made in relation to a Covid-19 pandemic which forces a wedding cancellation, a full refund of all fees paid will be made within 7 days upon cancellation of the booking, if desired.

END OF UNRIVALLED VIDEOS WEDDING TERMS AND CONDITIONS