

## EGG TV – TERMS AND CONDITIONS

### DEFINITION

i) Term COMPANY in this agreement shall mean PAUL EVERETT trading as EGG TV or any such person employed by him, under contract to him or offering a service on his behalf.

ii) The term CLIENT in this agreement is deemed to mean any company or individual that agrees to commission a service from the COMPANY and in doing so signs a Contract to this effect.

### BOOKINGS

Bookings will only be accepted on the company's official booking form. Details contained therein will enable the company to draw up the required Contract. Only when the client returns a signed copy of this Contract will the commission be accepted and confirmed. This condition applies even in the event of a deposit being already paid.

### PAYMENTS

A non-returnable Booking fee of **£150** of the Contract fee will become payable upon the signing of the Contract. A further **£300** of the outstanding balance shall become payable on invoice on 10 weeks prior to the date of the commission. The remaining outstanding balance shall be paid at your wedding rehearsals. Failure to make any payment may, at the discretion of the Company, render the Contract null and void. Should the Contract be cancelled by the client during the period of 10 weeks prior to the commission a cancellation fee shall be incurred based on the percentage of the total cost in relation to the time elapsed between the date of cancellation and that of the commission. However if such a cancellation is on Medical grounds and a Medical certificate is produced, or in the case of a client being declared bankrupt, all monies previously paid will be refunded with the exception of the non-returnable Booking Fee plus any addition expenses already incurred details of which will be made available to the client.

### DELIVERY

Every effort will be made to arrange delivery of the finished video within 8 weeks from the date of the commission. However at busy periods or for reasons beyond our control we reserve the right to extend this period having informed the client accordingly.

Once the First copy has been viewed you must phone to confirm permission to produce the master copies, this must be done within 7 days after first view. Anytime after the **7 days** granted may cause the company delays with other customer's videos therefore a charge may occur.

### MATERIALS AND EQUIPMENT

The Company shall ensure that all equipment used for filming and editing shall be of suitable quality and appropriate for the type of Commission. The Company will also ensure that all such equipment is maintained and serviced to the required standard. The Company will ensure the proper care and maintenance of all equipment but cannot be held responsible for any unforeseen breakdown of equipment or materials beyond their control. In the event of adverse weather conditions certain items of electrical equipment may be come affected by damp or wet and become dangerous to use. Under such circumstances the Company will make every precaution to protect the equipment but cannot accept responsibility for any delays, postponements or cancellations so caused. They will however make every effort to keep such disruption to a minimum. The Company will endeavour to provide a pleasing Colour and Sound balance, but cannot guarantee exact colour matching as seen by the human eye, due to lighting conditions on the day and other variables beyond the Videographers control. Although we use the highest quality materials at all times, the Company cannot guarantee the quality of either the picture or sound on Clients own VCR's and TV's as this is entirely dependant on the adjustment, settings, age and condition of each individual item of equipment. (We use only Sony Broadcast Equipment only)

### LOCATION

Where a commission requires location work (i.e. Church, Hotel, Public Building, Private Property, Private Grounds etc) it is the Clients responsibility to ensure that the appropriate permission has been obtained from the present or last known owner for filming to take place and that any fees, gratuities or other payments are agreed prior to commencement of filming. The responsibility of such payments shall be the responsibility of the Client. It is also the Clients responsibility to provide the company copy right music which Client requires on the video. The Client must be the sole owner of such recording for the Company to dub on to tape or DVD. (Please sign dubbing document provided).

### SOUND

EGG TV uses the highest possible sound equipment. However in such larger locations (Churches/Halls) sound may not be as clear as we would like it be. Brides tend to speak quieter than Grooms during the vows please be aware of this.

### EDITING

The Company shall have sole editorial control over the content of any particular production. The Copyright of all material, be it Camera Master, Edit Master or Copy, shall remain the property of EGG TV and their Associates at all times. The Company will not release Camera Master Footage or a copy thereof under any circumstance. The company reserve the right to extract selective footage from any particular Edit Master tape for use in the production of a demonstration tape to promote the Company's products, but only after obtaining permission from the Client. All re-edits other than editor's corrections and tape faults will be charged.

### TAPES

The original tapes are available to purchase from EGG TV but notice must be given within 28 days of your Wedding day. We will not hold original tapes unless already requested.

### MUSIC COPYRIGHT

The music to accompany your production is your choice and therefore is up to you to seek copyright approval for use within your video to the M.C.P.S we cannot be held responsible for any claims from breach of copyright, you must supply your music on your CD. We can arrange copyright free music for you (p.o.a)

### FILMING / COVERAGE

The Company will make every effort to film, the key points of your Wedding Day, however at such times during recording, guests, Vicars, Photographers and other objects can obstruct our view of vision.

### CONCLUSION

In the unlikely event of a Video graphic failure (equipment, tapes etc) or the cancellation of the Contract due to unforeseen circumstances beyond the Company's control, any liability of the Company to the Client will be restricted to a full refund of all monies paid. The Company will not be liable for any consequent loss howsoever caused. This does not diminish in any way the client's rights under common law.