



UNREEL FILMS
UNREELING YOUR DREAMS

Terms and Conditions:

1. **Reservation:** Upon receipt of the Client's signature and payment of the Deposit, Digital Perfection/Unreel Films will reserve the time and date agreed upon, and will not make other reservations for that time and date. The Deposit is non-refundable for any reason except if the Photographer/Videographer cancels this Contract or is for any other reason unable to carry out this Contract.
 2. **Deposits and Payment.** The Client shall make a deposit of 50% (minimum £250), of the total fee to retain the Photographer/Videographer to perform the services specified herein. The Deposit is credited to the total amount of the wedding package and is non-refundable (except in any situation where the Photographer/Videographer is unable to perform – see Failure to Perform, below). The remaining balance of the wedding package is due in full no later than 7 days after the last event. In the event that the balance is not paid by this time, the Photographer/Videographer will consider this Contract null and void and will not be obligated to continue providing any of the agreed services. There will be no refunds of any money paid once the Contract becomes null and void. The movie will not be placed into our editing queue until all balances have been cleared. There will also be a MINIMUM of 6 months before the first draft copy will be provided (depending on backlog)
 3. **Exclusive Photographer/Videographer:** It is understood that no other photographer/videographer, amateur or professional, shall be appointed to photograph/video at the wedding while the Photographer/Videographer is working (unless agreed by Digital Perfection/Unreel Films beforehand). Digital Perfection/Unreel Films shall be the exclusive photographer/videographers retained by the Client for the purpose of photographing/videoing the wedding. Family and friends of the Client shall be permitted to photograph/video the wedding as long as they shall not interfere with the Photographers/Videographers duties. The Photographer/Videographer has the right to ask others to stop taking photos/videos – which will be done very politely if needed. If there is to be any other professional photographers/videographers present their permission needs to be sought from Digital Perfection/Unreel Films.
 4. **House Rules:** The Photographer/Videographer is limited by the guidelines of the ceremony official or reception site management. The Client agrees to accept the technical results of their imposition on the Photographer/Videographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility; Digital Perfection/Unreel Films will offer technical recommendations only.
 5. **Independent Contractor:** This Contract is not to be construed as an employment Contract in any way; the Photographer/Videographer functions as an independent contractor. The contract has been agreed based on the payment terms and times listed on the previous page. The Photographer/Videographer is contracted to perform his/her services during the times specified. If the function(s) overrun the client will be liable for a payment of £50 for each additional hour that passes after the agreed finish time. This charge will be applied for each separate photographer and videographer under contract. Also if the client required the Photographer/Videographer to arrive earlier than the originally agreed times, the same charge will apply unless agreed otherwise with the Photographer/videographer
 6. **Cancellation by client:** The Client may cancel this Contract prior to the Wedding Day by written notice to Digital Perfection/Unreel Films, and will thereby forfeit any monies paid.
 7. **Photographic Materials:** All Photography/Videography materials, including but not limited to negatives, transparencies, proofs, previews and digital files, shall be the exclusive property of the Digital Perfection/Unreel Films.
 8. **Copyright and Reproductions:** Digital Perfection/Unreel Films shall own the copyright to all images created. It is further agreed that the Digital Perfection/Unreel Films may display and use photographs/videos from the wedding day for advertising, display, website and internet promotion, and any other purposes thought proper. If the client does not wish for these Photographs/Videos to be used in this manner the client must provide a written request. Digital Perfection/Unreel Films will not be held responsible if a written request is not provided.
 9. **Image Release:** The Client hereby grants to Digital Perfection/Unreel Films and its legal Representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Digital Perfection and his legal representatives and assigns from all claims and liability relating to said photographs.
- (Note: If the Client does not wish for Photographs/Videos to be used in clauses 8 & 9, a written request must be provided)
10. **Clients Usage:** Digital Perfection/Unreel Films will supply the Client with copies of prints and/or a CD/DVD of all the high resolution images for personal use only, and the Client shall not sell such prints or images or authorise any reproductions thereof by parties other than for the Client's personal use. The Client may reproduce any images in any manner they like for sharing and enjoyment of friends and relatives. The Client must obtain written permission from Digital Perfection/Unreel Films prior to the Client or their friends and relatives for publishing or selling the photographs/videos for profit; without this written permission, the Client may not profit in any way from the Photographers/Videographer's work.
 11. **Failure to Perform:** In the unlikely event that the Photographer/Videographer cannot carry out this Contract due to a fire or other casualty, strike, act of God, illness, or other cause beyond the control of the Photographer/Videographer, then the Photographer/Videographer shall return to the Client all monies that the Client has paid, including the deposit, but shall have no further liability with respect to this Contract. The liability of Digital Perfection/Unreel Films in any event shall be limited to the refund of any monies paid by the Client. This limitation on liability shall also apply in the event that photography/videography materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost without fault on the part of the Photographer/Videographer. The Client agrees that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits the Photographers/Videographers liability to the amount paid under this Contract.
 12. **Inherent Qualities:** The Client is aware that not every single picture/video is going to be the perfect picture/video and will not hold the Photographer/Videographer accountable for opinions the Client may have on the pictures received.
 13. **Refunds:** Digital Perfection/Unreel Films have a no refund policy once the event has been photographed/Videographed.
 14. **This Contract incorporates the entire understanding between the parties:** It supersedes all prior and simultaneous Contracts between Digital Perfection/Unreel Films and the Client. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract. These Terms and Conditions are governed by the laws of England and Wales, and any dispute relating to these Terms and Conditions shall fall within that jurisdiction.
 15. **Severability:** If any provision of this Contract is held to be invalid or unenforceable under the law, the validity of this Contract as a whole shall not be affected, and the other provisions of the Contract shall remain in full force and effect.
 16. **Guest Co-operation:** The client is responsible for the conduct of their guests. The Client will direct all other service providers (florist, caterer, etc.) to provide any needed information and cooperation to the photographer/videographer. Co-ordination with other service providers is necessary to complete all the photography/video sessions as scheduled. The Client should share the photography/videography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.
Digital Perfection/Unreel Films will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers/videos for the attention of the subjects. Unchecked guest conduct that interferes with photography/videography may seriously affect the quality of the photographs/videos taken and increase the number of times photos must be re-taken. If the client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. The client understands that in such an event, no refunds will be granted. The client will be personally liable for any damages to the photographer equipment by guests at the wedding.
- Non-Guarantee:** Although every possible care will be taken to produce photographs/videos of all important and special events during the wedding, "Digital Perfection/Unreel Films" cannot place an unconditional guarantee on the above. "Digital Perfection/Unreel Films" will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs/videos due to any other cause in or outside the control of "Digital Perfection/Unreel Films".

This contract can be agreed by signing and returning to Digital Perfection or by emailing confirmation to enquiries@digitalperfection.co.uk that the client is happy with the terms. A paid deposit will also be confirmed as the clients acceptable to these terms & conditions.

**** Please remember: A reservation is not guaranteed until your Deposit payment has been received ****

Finally: Congratulations, and thank you!

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