

Elysium Video Productions Terms of Business

The following Terms have been inspected and approved by Trading Standards
By Placing an order or commission you are accepting our Terms of Business. We enter into this contract with you with the intention that all the terms of the contract between us are included in writing these Terms of Business

1 ON BOOKING

the stated price for all orders shall remain for the year of your wedding

2 A COMMISSION

or order must be accompanied by correct and sufficient information to enable us to proceed in a satisfactory manner. Any changes to our booking agreement should be confirmed in writing or by email by both parties to avoid any potential future confusion

3 DEPOSIT

If the customer cancels their booking with us then we will endeavour to book another wedding for that day. If this is not possible then money paid to that date will be forfeited. Please also see our cancellation policy below.

4 WHILST every care is taken to fulfill your requirements we cannot be held responsible or liable for any failure to produce any of the services mentioned in our websites, if a failure is caused by processes which are beyond our control. If a photo shoot list is provided we will endeavour to take these shots but cannot promise they will all be taken as circumstances and the decisions of the photographer will dictate the final outcome

5 PAYMENTS The £200 deposit per service is paid to complete the booking. We will email regarding the remaining balance around 1 month before the wedding, this is payable in full no later than 2 weeks prior to the wedding. In the event the CLIENT fails to remit payment as specified, 'Elysium Video Productions' shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the wedding. Any bank charges incurred will be debited to the client. Extra albums, prints and services – orders with 3rd party suppliers will not be placed until payment is received in full. Post production will only commence once full payment has been received. No images will be released until the final balance is paid in full. The balance is by bank transfer. Please see our cancellation policy

6 DIGITAL FILES and COPYRIGHT of all images and video footage we take including documents we produce remain the property of Elysium Video Productions. We reserve the right to use any images for promotional use. The copyright for all video work remains with Elysium Video Productions. Any use without written permission is an infringement of copyright and we will seek legal action to protect this

7 WEDDING ALBUMS are included only in our album packages the album choice will be from our selection unless arrangements have been made. Completed wedding albums can sometimes be collected from Farnborough or we can post at a cost of £20.00.

8 STORYBOOK The amount of photos to select should not exceed 100.

We will not be responsible for the images in the final book being wrong or faulty in anyway please ensure you select the correct photos and check your proof to ensure you are happy with your selection and the layout

If a Graphi Studio album has been ordered you will receive a digital proof for you to check.

The size of your Graphi Studio album will be approximately 30 x 22 cm.

The parents books are A6

The Graphi Studio albums can take up to 8 weeks after order has been placed, our standard books take around 4 weeks

ALL other Storybooks will be left to our design and interpretation as there is no proofing offered by the printers of these books. It is not possible (due to the amount of pages in the book and the individual design of each page) for the customer to have any influence on this.

The Standard story book size is 30cm x 30 cm or A3 depending on your order

The reprinting of the standard storybook is £300. The A3 storybook is £400 Graphi Studio reprinting P.O.A

9 Elysium Video Productions TEAM

When you book the Elysium Video Productions you are booking one of our in house team. We reserve the right to change your photographer or videographer at anytime

10 PACKAGES

We will send you an email with our options and price. This price and package description will remain for 21 days. If you book after this the packages may have changed so ensure you check with us before completion of the booking form. The booking form is the final order.

If the Bridal Preparation is ordered we shall arrive around 1 - 2 hours before the service. For Package A we will cover your ceremony location for up to 2 hours.

Package Directors Cut we shall stay until your first dance, providing this is within the 8 hours we film for. Our All Day options are for 8 hours Delivery of photos and video is via download, the links will expire in 30 days from the email being sent. To recreate the photo or video links is a lengthy process. The cost is £100 per link.

Our Videos include a full film in accordance with the hours booked

The highlights film is only included in the Directors Cut or Cinematic packages, it is not possible to add this to any other package

Extra time for photography or videography is charged at £145 per hour

The interpretation of the photography and video is solely down to the photographer and videographer, they will select and choose images they believe will cover your day. Any requests for specific shots or footage should be made before the day by email as on the day this may be difficult as the photographer or videographer would have planned there shoot for your wedding

Your photo order will include all successful images taken, we cannot and do not guarantee that every image taken on the day will be perfect as you will probably have several hundred images on there and it is not possible every time we take a photo to make it perfect. If a list of photographs is provided we will endeavour to take those shot but do not guarantee this due to circumstances and events that may happen during the course of the day.

11 SECOND SHOOTER

With both video and photo packages we offer a 2nd shooter. For the video this would may include the drone where possible and by prior arrangement. The 2nd videographer may also be able to capture the grooms prep and offer additional footage where possible. The 2nd shooter photographer can also offer grooms prep where possible and shoot extra photos on the day, whats more can assist the main photographer, for example in gathering people together for group photos. The 2nd shooter will use his or hers discretion on how to shoot and/or assist on the day and may or may not add to the total photo images or video footage

12 PACKAGE DELIVERY

All packages have a final delivery of a download link, of course if you order a photo album we will create this from your selection that you email, links expires in 30 days. For our All Day photo options we will provide you with 100's of images & sometimes 1000's. Most of these images will receive a basic edit, further editing may be possible and we can quote for this. Our aim is to provide with you with enough images to create an album or final presentation, our albums range from 40 to 100 finished photos and this is the amount we aim for. You will more than likely have many more images you will treasure and we do hope you are happy with them all.

13 VIDEO & PHOTO

The following constitutes the Videography & Photography Agreement (the "Agreement" of Elysium Video Productions (the "Videographer" or "Photographer". Please read the Agreement in its entirety and contact the Videographer or Photographer if you have any questions or concerns about the Agreement. As used in the Agreement, all references to "you" or "your" or the "Client" refers to the sender of the booking Form. The Booking Form will serve as your electronic signature reflecting your assent to the terms and conditions of the Agreement. You will be able to preview the Agreement prior to its submission, at which time you are encouraged to print a copy for your records. The Client assumes all responsibilities for obtaining any necessary permission, clearance permits, etc., which may be required for Elysium Video Productions for each event, public or private. Client assumes all responsibility for obtaining and retaining permission for access to any requested camera positions and is solely responsible for the quality of the final production resulting from the use of, or inability to use, such camera positions. The client warrants that he/she has the legal rights to anything Elysium Video Productions will video, including photos, musical recordings, videotapes, or any other materials delivered to Elysium Video Productions for inclusion in the clients video. It is understood that Elysium Video Productions are the exclusive Videographers or Photographers retained by the client to cover the outlined event. Any conflicts with other video coverage contracts and any notifications necessary to avoid such conflicts are the sole responsibility of the client.

Elysium Video Productions are not responsible for poor audio if the groom or anybody else does not speak loud and clearly, we also cannot be responsible for any audio interference, dark or grainy video resulting from inadequate lighting or the refusal of the client to allow camera-top lighting at the reception, or electrical or mechanical malfunctions on location that are beyond our control. Before the wedding day please ensure we have your music for swift production of your film. We can not accept music after the wedding date and therefore will not produce a highlights/short film for your video

The Wedding Photo Company will establish an arrival time for the wedding date with the client prior to that date and remain on duty for the number of hours included in the package. Coverage hours included in the package are for the wedding date only and must be consecutive.

Artistic Style. On its own behalf and on behalf of the subject: Client acknowledges that he/she is familiar with the The Wedding Photo Company's portfolio and is requesting services with knowledge of the company's style and that The Wedding Photo Company's work is constantly evolving; that the Elysium Video Productions services are of a unique and artistic nature; that the video may be different from videos done by the company in the past; and that in creating the videos we shall use our own creative artistic judgment to create videos consistent with our personal judgment and consistent with our vision of the event, which may be different from the clients and or the subject's vision of the event. Accordingly, client acknowledges that the videos shall not be subject to rejection on the basis of taste or aesthetic criteria..

The editing and final look of the film is solely down to our discretion and cannot be re-edited once complete at the rate of your Package price you have booked. Any extra editing will be at an extra cost

If you would like changes to your final film please contact us, depending on what is involved will depend on the cost.

If you don't mention any changes after 1 month of delivery then it is accepted that you are happy with our film and edit. The Files are then archived. If you do require changes then please mention this within the 1 month period, we may ask for further information and send emails regarding any editing change, if we do not have sufficient information to proceed, this would include unanswered emails regarding the film then after a 3 month period the films are archived.

If once the films are archived there is a charge of £175 to recreate the timeline and re-import the files in order to edit them.

Any further work to your film will be at the rate of £145 per hour.

We cannot be responsible for battery failure or any camera failure during any part of the recording, this includes card or tape failure. Due to every wedding being different the length of each video will vary and any timings seen on our web sites on duration are only a guide. The editing is done by our professional film editor. It is never possible to release un-edited material. We use digital files and to do this would involve the same process as actually producing your film. The Wedding Movie & Wedding Feature packages do not include music. To add music to The Wedding Movie the rate of £145 per hour applies.

14 **DRONE**

Use of the drone is dependent upon any cause which is beyond our control, including but not limited to unsuitable weather conditions, restrictions, or an inappropriate filming location. Due to any possible safety risks or concerns, use of the drone is at the sole discretion of Elysium Video Productions at all times. The drone will not be flown closer than 5km from any aerodrome, over urban areas such as built up villages, town and cities, in civil or military controlled airspace, or in restricted areas. Drones cannot fly in strong winds or any kind of rain. We will endeavour to try and launch the drone at some point in the day if the usual timings, such as the drinks reception, are made impossible due to bad weather. If we are unable to take any drone footage during the day, we will refund the cost of the drone footage option. We will keep a close eye on the forecast and will let you know 48 hours before the wedding day if it looks like we are unable to fly. It is the couple's responsibility to obtain permissions from the venue. We are of course happy to liaise with them if they wish to see our CAA permission, public liability or insurance details. Please do bear in mind that even with all of these documents in place, some venues will still not allow any drones at the venue. We will comply with all rules and regulations set out by the CAA to ensure safe flying at all times.

15. PROBLEMS & ERRORS

- a. Please email your problem in the first instance. We will then look at the matter and respond with in 36 days
- b. If you have received an album or video and you have a problem you will then return the album by post and we shall look into the matter.
- c. If we need to contact you regarding your order we may do so by email or telephone, if the conversation is by telephone we may take notes and add these to your contract. These notes are confirmation of any change.

16. SUSTENANCE

It is expected where jobs are greater than 5 hours your videographer and or photographer is provided with a hot meal and drink

17. TIMINGS

Around a month beforehand we will be in touch by email to request your itinerary from which we will plan your shoot, we would normally expect to finish before 9:00pm if an All day 8 hour Photo Package, Storybook or Directors Cut package have been ordered. If you go over the hourly limit for example to include bridal prep if for example you have an early service then the cost per extra hour is £145 per each hour.

18. MEETINGS & COMMUNICATION

We do not offer meetings as part of the packages we provide as we are simply too busy. Our preferred method of communication is by email.

19. CANCELLATION POLICY

For weddings and events, if for any reason the Client cancels before the wedding date, we will keep the event booking fee paid to hold the wedding or event date as a cancellation fee. Cancellation must be made in writing and sent via Certified Mail or by email. If the wedding or event is cancelled 1 calendar month or sooner than the wedding or event date then the whole balance will be owed, as we will be unable to fill the date with another wedding or event. It will be presumed the client has cancelled if the balance is outstanding. However, if the client requires to change the wedding date, we will do our best to accommodate and no cancellation fee will be charged as long as the new date is available and within five months of the original event date. Otherwise the new date will be subject to current rates if applicable. If we are not available for the new date, the original contract will be cancelled and subject to the cancellation policy.

We reserve the right to cancel a booking at any time if we do not have sufficient information, payment in full or feel the clients expectations are exceeding what they have booked. We do not tolerate rudeness at any time. Any threatening or abusive behaviour beforehand will terminate the contract like wise if at the wedding we are subjected to any of the above we reserve the right to leave and cancel the job with immediate effect. No return of any payment will be due in these instances.

20. PROMOTION

We reserve the right to use any photo or video footage for promotional use please let us know if you would like your images to remain private.

21. EMAIL AND YOUR ORDERS

Andy, Felicity and Elysium Video Productions are only human, we can make errors in emails like everyone else. For the final clarification of our process with your order please refer to these Terms of Business and the booking form you completed.

22. GENERAL

If Elysium Video Productions fails to comply with the terms of this agreement due to any event or at beyond the control of Elysium Video Productions, including but not limited to illness, accident, labour disputes, acts of God and other catastrophes, or uncontrollable and unforeseeable equipment failure, The Wedding Photo Company's liability is limited only to a refund of all monies received