

## **VercesiVideo Productions - Standard Terms & Conditions**

- 1) Introduction - This contract is formed between \_\_\_\_\_ (referred to in the Terms & Conditions as "the customer") & VercesiVideo Productions once the Booking Fee (deposit of £100.00) has been recieved. The Product or Service shall mean any product or service that is provided by VercesiVideo Productions to the Customer. These conditions do not affect your statutory rights.**
- 2) Supply - VercesiVideo Productions agrees to supply the product(s) or service(s) to the Customer as detailed in the Proposal/Order and according to the terms and conditions of this contract. Any aerial vidography and or still photography will not be charged to the customer by VercesiVideo Productions, this service if provided is free of charge.**
- 3) Rights reserved - Should VercesiVideo Productions choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company's rights. By providing VercesiVideo Productions with an Order, the Customer accepts these terms and conditions.**
- 4) Payment - VercesiVideo Productions shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied, the payment terms for which will be stipulated on the invoice. Title in the goods or services shall remain with VercesiVideo Productions until full payment has been received, unless otherwise stipulated in the Order.**
- 5) Health & Safety - VercesiVideo Productions & the Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).**
- 6) Creative Brief Unless otherwise agreed, the Customer accepts VercesiVideo Production's decisions on creativity within the product(s) or service(s).**
- 7) Booking Fee/Cancellation Monies paid by the Customer to reserve the product(s) or service(s) of VercesiVideo Productions will be accepted as a Booking Fee. If the Customer cancels the order less than 8-weeks prior to VercesiVideo Productions supplying the product(s) or service(s), the Customer will be liable for the whole invoice value less any Booking Fee already paid. If the Customer cancels their Order more than 8-weeks prior to the Company supplying the product(s) or service(s), they shall forfeit the Booking Fee.**
- 8) Liability- VercesiVideo Productions accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of VercesiVideo Productions being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.**
- 9) Copyright - Unless otherwise stated in the Order, VercesiVideo Productions retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. Delivery of any video content on the web is restricted to VercesiVideo Productions only unless otherwise agreed in writing. Video conversion, web streaming and other delivery of VercesiVideo Productions content by third parties is not permitted. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to VercesiVideo Productions to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. VercesiVideo Productions retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. The Customer agrees to indemnify VercesiVideo Productions in the event of any breach of copyright claims being brought against them in respect of material supplied by the Customer.**
- 10) Data Protection - The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of VercesiVideo Productions supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection.**
- 11) Care and Damage to client property - Whilst every care is taken in the handling of the**

**Customer's property, VercesiVideo Productions accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of them. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.**

**12) Right of Assignment - VercesiVideo Productions retains the right to assign the supply of the product(s) or service(s) to the Customer to another suitable company should they be unable to complete these terms and conditions.**

**13) Confidentiality - Unless otherwise agreed VercesiVideo Productions will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by VercesiVideo Productions to supply of the product(s) or service(s).**

**Customer Signature**

I have read and understood the above Terms & Conditions

**Signed:**.....

**Date:**.....

**Name &**

**Address:**.....

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**Tel:**.....

**Date & Time of Production:** .....

**Church/Hotel/Venue name & address including full**

**postcode**.....

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Please make all cheques payable to VercesiVideo Productions