

# Lakeland Productions – Terms & Conditions

It is mutually agreed that the booking form and the following terms and conditions of agreement form an integral part of the contract, that bookings are accepted on these terms and conditions only, and that no variation or modification of this contract shall be effective unless accepted in writing by both parties.

When you (the customer) sign the booking form you will be deemed to have read and accepted these terms and conditions and confirm that the details provided in the booking form are true and accurate in all respects.

Lakeland Productions being the official videographer retained to film the event detailed in the booking form will be given priority filming over others making personal recordings which could obscure key shots.

**Deposit** – The due deposit must be paid by you at the time of booking to reserve the videography services of Lakeland Productions for the event and date detailed in the booking form. We (Lakeland Productions) are under no obligation to provide services under this contract until such payment has been received and cleared.

**Balance** – The balance shown on the booking form shall be paid by you and cleared in full, 14 days prior to the event date. If the balance is not paid, Lakeland Productions will have no liability to you, and you will be liable for payment of the full outstanding contract value and any associated recovery costs.

All payments shall be made to 'Lakeland Productions' as indicated in the booking form.

**Cancellation** – The deposit shall be refunded in full if cancelled within 7 days of booking, otherwise:

The deposit is non refundable and is considered to be a reasonable assessment of the loss Lakeland Productions would suffer unless another booking is taken for the same date, in which case you will be refunded any monies paid less a £30 administration charge, and

If the cancellation is within 3 months of the date of the event, you will be liable for payment of 75% of the original contract value.

All cancellations shall be notified by you to Lakeland Productions in writing by recorded delivery to the address shown on the booking form.

**Limitations of liability** – Whilst Lakeland Productions will carry out the services with reasonable care and skill, Lakeland Productions cannot be held responsible for the loss of coverage due to equipment and or tape failure, interference or other circumstances beyond our control and our liabilities are limited in any case to a refund of all or part of the monies paid by you to Lakeland Productions for the event. Please note that all equipment is checked prior to the commencement of the event and at least two cameras will be available, so a failure of both cameras is very unlikely.

Lakeland Productions shall not be held liable for any indirect or consequential loss.

Whilst every effort will be made to capture significant parts of the event and scenes requested by you, the decision as to what is included in the final recording is at the absolute discretion of Lakeland Productions.

Some venues will have limited camera placement and other restrictions which we will need to comply with. Lakeland Productions cannot be held responsible for any issues arising from these imposed restrictions.

You accept and understand that it is fair and reasonable to limit the liability of Lakeland Productions as described in this document as failure to do so would mean insuring against these losses which would increase the price of the services.

**Copyright** – The Copyright Act assigns copyright of material produced under this contract to Lakeland Productions. It is contrary to the act to copy or allow to be copied by any means any video or audio or part therefore, provided under this contract without the express written permission of Lakeland Productions.

It is your responsibility to obtain copyright permission from the owner of any material provided by you for inclusion in the final production e.g. photographs. Lakeland Productions is not liable for the copyright not being obtained.

All recorded material will remain the property of Lakeland Productions.

**Consents** – You are responsible for ensuring that all consents are given prior to the event to allow Lakeland Productions to carry out the agreed services. This includes but is not limited to permission to film in the chosen venues and permission of persons involved in the event including any musicians and or entertainers and to pay any fees charged by them. Failure to do so would be against copyright laws and may result in non recording of parts of the event or being unable to release any material to you until such consents have been confirmed. You are responsible for notifying Lakeland Productions of any consent issues 14 days prior to the event.

Lakeland Productions will obtain the appropriate PPL (Phonographic Performance Ltd) & MCPS (Mechanical Copyright Protection Society) licences for the audio recording of the event.

**Access** - to venues should be available at least 1 hour prior to the event to allow filming to take place. You are responsible for arranging this. Where this is not possible you will inform Lakeland Productions at least 14 days prior to the event. Reserved parking close to the event should be arranged by you for the quick & easy transportation of equipment into the chosen venues & to ensure that filming is not delayed. Where this is not possible you will inform Lakeland Productions at least 14 days prior to the event to agree alternative arrangements.

**Provision of material** – Any agreed photographs, music or other material required for inclusion in the finished production must be supplied by you at least 14 days prior to the event.

**Extras** – If you ask Lakeland Productions to provide any additional services not included on the original booking form for the event, these may be subject to additional agreed charges and would be carried out under these terms and conditions.

**Refreshments** – To ensure that Lakeland Productions are on site and available to capture parts of the event as they unfold it is requested that a meal & non alcoholic drinks are made available where availability will exceed 4 hours in total. This should be close to where the event is taking place.

**Display** – You agree to Lakeland Productions using all or parts of the recorded material produced under this contract to promote the business of Lakeland Productions or its successors.

**Quality** - Upon taking possession of the finished product, you will inform Lakeland Productions of any typing or production errors within 14 days. If no notification has been received, you will be deemed to be satisfied with the product. Lakeland Productions will use all reasonable efforts to deal with the issues you raise and if justified and can be remedied, we will do so.

**Public liability insurance** - Lakeland Productions maintains public liability insurance.