

Terms and Conditions – Sunny Photography/Sunny and Chaz

It is mutually agreed that the following terms of agreement form an integral part of a contract between Sunny Photography/Sunny & Chaz and the Client. It is agreed that all clients and potential clients are directed to this document for their viewing and by signing any contractual agreement with Sunny Photography/Sunny & Chaz that the details herein are also considered and accepted by the Client.

1. BOOKING FEE:

1.1 A booking fee is required at the time of the booking together with a signed contract agreement. Dates are reserved only when the sum is paid by cash, cheque or bank transfer (all in pound sterling).

2. BALANCE PAYMENT:

2.1 Sunny Photography/Sunny & Chaz shall issue an invoice for the balance of the Agreed Fee to the CLIENT in respect of products or services supplied, or to be supplied.

2.2 The booking fee will apply towards the Agreed Fee. The balance of the payment for the services contracted for must be paid four (4) weeks prior to the event unless it has been agreed to be paid for in monthly instalments.

2.3 If Sunny Photography/Sunny & Chaz does not receive the balance of the Agreed Fee due prior to the event date, or if the agreed monthly instalments are not adhered to, then this will be treated as cancellation by the CLIENT. The CLIENT should refer to clause 3.2 which shall be deemed to apply in this instance.

3. BOOKING CANCELLATION:

3.1 If Sunny Photography/Sunny & Chaz cancels the booking for reasons beyond its control, (death, injury, sickness etc.), Sunny Photography/Sunny & Chaz's liability shall be limited to a full refund of all monies paid. Every effort will be made to find an alternative photographer and/or videographer.

3.2 If the CLIENT cancels the booking less than eight (8) weeks prior to Sunny Photography/Sunny & Chaz supplying the product(s) or service(s), the CLIENT will be liable for the whole Agreed Fee less any booking fee already paid.

3.3 If the CLIENT cancels the booking more than eight (8) weeks prior to Sunny Photography/Sunny & Chaz supplying the product(s) or service(s), they shall forfeit the booking fee.

3.4 If the event is cancelled due to postponement, then, subject to Sunny Photography/Sunny & Chaz's availability, all money paid may be applied to the new event date. In this case, the total fees chargeable shall be the fee, which applies at that time. If this is not feasible for any reason whatsoever then the CLIENT is deemed to have cancelled the booking, in which case the relevant clause 3.2 or 3.3 shall apply.

4. EVENT SCHEDULE:

4.1 The CLIENT is responsible for ensuring Sunny Photography/Sunny & Chaz is supplied an accurate event schedule (in writing) prior to attendance. Failure to provide this information and/or to communicate any changes on the day may result in missed coverage for which Sunny Photography/Sunny & Chaz cannot be held responsible.

5. CREATIVE LICENSE:

- . 5.1 Unless otherwise agreed, the CLIENT accepts Sunny Photography/Sunny & Chaz's decisions on creativity within the product(s) or service(s).

- . 5.2 The CLIENT agrees to give Sunny Photography/Sunny & Chaz full creative and artistic freedom for all on-location filming, photography, post-production digital video/ photo editing, and final DVD/ album production. Sunny Photography/Sunny & Chaz does not guarantee to capture any specific item of footage/ image and the videographers/ photographer's judgment regarding filming and photographic conditions and what is captured shall be deemed correct.

- . 5.3 The CLIENT is responsible for notifying Sunny Photography/Sunny & Chaz (in writing) of any special requests before any on-location filming/ photography or post-production digital video/ photo editing.

6. COVERAGE:

- . 6.1 Sunny Photography/Sunny & Chaz will photograph and/or film the CLIENT'S event(s) as agreed, however Sunny Photography/Sunny & Chaz cannot be held responsible for circumstances preventing this such as: a) the CLIENT'S failure to provide an accurate schedule of events or adequate notice of any changes that arise (refer to clause 4.1); b) inclement weather & filming conditions; c) restrictions placed by the venue or security officials; d) disruptions in live sound recording caused by children & infants and others.

- . 6.2 The CLIENT is responsible for obtaining an inclement weather* alternate location or temporary covering for Sunny Photography/Sunny & Chaz's videographers, photographers and equipment. If the CLIENT is unable to secure such inclement weather accommodations, then the CLIENT understands and agrees that Sunny Photography/Sunny & Chaz will cease filming and remove all equipment from the affected areas while the inclement weather persists. The CLIENT understands that no refunds will be given due to Sunny Photography/Sunny & Chaz ceasing capturing of the event due to inclement weather. **Inclement weather includes, but is not limited to: Precipitation (hail, mist, rain, sleet or snow) of any intensity, wind speeds above 30mph, thunder 30 seconds or less from preceding lightning flash, excessive heat (above 95 degrees) or cold (below 32 degrees).*

- . 6.3 Whilst every effort is made to provide comprehensive coverage of events, Sunny Photography/Sunny & Chaz does not guarantee to capture any specific item or occurrence and the photographer/s' and videographer/s' judgments regarding filming conditions and what is captured shall be deemed correct. The CLIENT acknowledges that the quality of the final product may be linked to the co-operation of the CLIENT and its guests to Sunny Photography/Sunny & Chaz's instructions on the day.

7. PERMISSION TO CAPTURE IMAGES/ FILM/ AUDIO RECORDINGS:

7.1 It is the CLIENT'S duty to get permission (preferably written) from the minister or building officials at all shooting venues to allow camera, camera support, lighting and microphone equipment to be used during the event.

7.2 Sunny Photography/Sunny & Chaz will always abide by the rules of the building, venue, church, synagogue, temple or other facility regarding camera, camera support microphone and lighting placement even if this compromises the quality of final product Sunny Photography/Sunny & Chaz delivers to the CLIENT.

8. EXCLUSIVITY:

8.1 The CLIENT acknowledges that the presence of another photographer and/ or videographer may force Sunny Photography/Sunny & Chaz to adopt an alternative shooting strategy which may prevent the delivery of the final product to Sunny Photography/Sunny & Chaz's usual standard of quality.

8.2 If another professional photographer and/ or videographer is present at the event; you may not dispute the content or quality of the final product.

9. NON-CONTRACTED PHOTOGRAPHERS & VIDEOGRAPHERS:

9.1 The CLIENT agrees to take any necessary proactive or reactive measures to ensure that any non-contracted photographers or videographers, such as guests and family members, will not impede or interfere with Sunny Photography/Sunny & Chaz's videographers/ photographers.

9.2 The CLIENT understands that Sunny Photography/Sunny & Chaz's videographers/ photographers will make all reasonable efforts to work with or around any non-contracted videographers or photographers.

9.3 The CLIENT understands that Sunny Photography/Sunny & Chaz is not responsible for any unusable or poor quality footage due to interference or impedance by non-contracted videographers or photographers.

10. USAGE & COPYRIGHT:

10.1 Photography - Sunny Photography/Sunny & Chaz will retain all copyrights to images captured on the event dates, however the CLIENT is given exclusive limited rights to reproduce, print and distribute photographic images for themselves, friends or family. The CLIENT must not use any of the images for commercial or publicity reasons without first consulting Sunny Photography/Sunny & Chaz.

10.2 Videography - The copyrights in the film production shall remain the property of Sunny Photography/Sunny & Chaz in accordance with the Copyright, Design and Patents Act 1998. The CLIENT is entitled to all private usage rights such as domestic screenings, but may not reproduce or allow material to be transmitted on TV, radio or via the Internet.

11. FORCE MAJEURE & RIGHT OF ASSIGNMENT:

11.1 In the unlikely event of total or partial equipment failure, injury or sickness beyond Sunny Photography/Sunny & Chaz's control, liability shall be limited to a full refund of all monies paid. The CLIENT'S statutory rights are not affected.

11.2 Sunny Photography/Sunny & Chaz retains the right to assign the supply of the product(s) or service (s) to the CLIENT to another suitable company should they be unable to complete the terms and conditions herein.

12. PARKING PROVISIONS:

12.1 It is the CLIENT'S duty to ensure parking spaces are reserved for each Sunny Photography/Sunny & Chaz team member as close to all venues as possible. Sunny Photography/Sunny & Chaz is not responsible for any footage not captured due to any of the team members being unable to find a parking space.

13. EXPENSES:

13.1 Any additional expenses occurred on the wedding event dates shall be billed to the Client directly.

14. POST EVENT PRODUCTION (PHOTO & FILM):

14.1 Sunny Photography/Sunny & Chaz will take between 12-52 weeks to carry out the post-production work for all assignments.

14.2 Editing work will only commence when all outstanding payments, in accordance with items 2.1, 2.2, 2.3) and information requests are settled. The CLIENT must inform Sunny Photography/Sunny & Chaz prior to booking if they have deadlines, for which there may be an additional cost.

14.3 There may be delays if the CLIENT fails to provide Sunny Photography/Sunny & Chaz in writing any information requested pre/post event to aid the editorial team in the final production.

14.4 Sunny Photography/Sunny & Chaz will enter all photographic editing, album design and film editing into a queue unless Sunny Photography/Sunny & Chaz has received all relevant materials from the CLIENT including but not limited to photo selection, music selection and editing brief.

14.5 Sunny Photography/Sunny & Chaz will take great care to follow the CLIENTS' brief but will exercise reasonable judgment as to where Sunny Photography/Sunny & Chaz feels it is in the CLIENTS benefit to deviate from given instructions.

14.6 Photography - the album design will only commence only when the Client has submitted a selection of images. The album design shall be submitted to the client within 30 working days of this for approval. The CLIENT will have the opportunity to have design input (including 2 minor changes) and manufacturing shall only proceed on the CLIENTS written instruction.

15. DELIVERY & CHANGES (FILM):

15.1 Sunny Photography/Sunny & Chaz will allow the client an opportunity to view the film in a final draft format. It is the CLIENT'S responsibility to make any editing requests during this time. If no editing requests are made within fourteen (14) days from the date Sunny Photography/Sunny & Chaz mails the final draft DVD to the CLIENT, the CLIENT agrees to accept the final film as-is, and revokes any rights to request changes to be made to the final film by Sunny Photography/Sunny & Chaz. At this stage the final film shall be delivered. Any amendments or changes after delivery will be charged at our normal studio rate.

15.2 The Creative Director is responsible for overseeing all post-production work and his creative and technical judgment regarding all work is final. Sunny Photography/Sunny & Chaz will not charge for any technical errors made within the control of the editorial team. Any applications for amendments after delivery must be made in writing within 14 days. No charge will be made for technical errors within the control of Sunny Photography/Sunny & Chaz, however any creative and editorial changes will only be considered at the Creative Directors discretion and charged for at a studio rate of £45/hr.

15.3 Examples of chargeable changes include (but limited to) changing musical choices around, shortening/lengthening of individual portions, altering the mood/ambience, disagreeing with Sunny Photography/Sunny & Chaz's interpretation of events or any instance where the CLIENT would like to alter something which is down to a matter of taste.

15.4 Examples of non-chargeable changes would include instances where Sunny Photography/Sunny & Chaz have used footage deemed to be distasteful, presented the CLIENT and/or its associates in a negative way or any other instance where Sunny Photography/Sunny & Chaz have clearly shown neglect or it can be shown that Sunny Photography/Sunny & Chaz have operated contrary to the written instructions provided by the CLIENT.

16. FINAL PRODUCT:

16.1 Sunny Photography/Sunny & Chaz will take great care to produce a final product(s) of good quality but make no guarantees neither expressed nor implied in regard to aesthetic qualities of the final product(s).

16.2 The CLIENT understands that the film length may vary from as much as Thirty (30) minutes to one Hundred and Twenty (120) minutes on disc.

16.3 Albums are designed by Sunny Photography/Sunny & Chaz and manufactured by either Graphistudio, Sim2000, or Queensbury, or another manufacturer based on the Client specification or request. Any issues with the physical quality of the albums must be taken up with Sunny Photography/Sunny & Chaz within seven (7) days of receiving albums. Any issues that arise after this time may require a fee to resolve.

17. DAMAGE, FAULTS & TECHNICAL ISSUES:

17.1 Sunny Photography/Sunny & Chaz will fully inspect the Album and DVD's prior to delivery to the CLIENT. The CLIENT (or representative of the CLIENT) is responsible for inspecting the goods for damage prior to signing off the delivery. Sunny Photography/Sunny & Chaz will not accept any claim for damage once delivery has been signed off by the

CLIENT (or representative of the CLIENT).

17.2 If any DVD skips or jumps or is unplayable, Sunny Photography/Sunny & Chaz will replace it free of charge only on return of the faulty item and only within Thirty (30) days of delivery. DVD media which is returned to Sunny Photography/Sunny & Chaz scratched or marked will only be replaced at cost.

17.3 Sunny Photography/Sunny & Chaz will only guarantee the supply of further copies to the CLIENT for a period of Thirty (30) days after delivery.

17.4 The CLIENT understands that the final product will be delivered on a recordable DVD media. This varies considerably from commercially available DVD and may not work in some players.

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18. HEALTH & SAFETY & INSURANCES:

18.1 Sunny Photography/Sunny & Chaz and the CLIENT will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

18.2 Sunny Photography/Sunny & Chaz has full Public Liability and Professional Indemnity Insurance cover. Sunny Photography/Sunny & Chaz can provide a copy of the certificates if requested.

19. CARE AND DAMAGE TO PROPERTY:

19.1 Whilst every care is taken in the handling of the CLIENT'S property, Sunny Photography/Sunny & Chaz 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 Sunny Photography/Sunny & Chaz.

20. PRIVACY:

20.1 Sunny Photography/Sunny & Chaz will store the CLIENT'S name, contact details and event details on a private internal database. These details will not be made available to companies or individuals outside of Sunny Photography/Sunny & Chaz. Should you wish to have your details removed from the database then please advise us in writing.

21. COMPLAINTS PROCESS:

21.1 Any complaint made must be specifically detailed in writing within Seven (7) days of delivery. Sunny Photography/Sunny & Chaz will respond to the CLIENTS complaint promptly indicating if the complaint will be remedied at cost or at no cost.

22. GOVERNING LAW AND JURISDICTION:

22.1 These Terms & Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom and the CLIENT hereby submits to the non-exclusive jurisdiction of the English courts.