

TERMS & CONDITIONS

Pricing

All prices are in £ sterling and inclusive of VAT and are subject to alterations at any time; however this does not apply to Clients who have paid a booking fee.

Booking Fee

The booking fee is non-refundable, regardless of the circumstances of any cancellation by the Client.

Final Payment

The final balance is due no later than 30 days before the date of the event. If payments are not received by the due date, we reserve the right to cancel any booking made with us and or to withhold all goods or services until full payment is made. Marry Me Films Limited reserves the right to charge interest at the rate of 3% above Lloyds Bank base lending rate for each 28-day period, or part thereof, on any part of the final balance that remains unpaid beyond the due date.

Cancellation & Refund Policy

The Client may cancel this contract at any time by giving written notice to Marry Me Films Limited but in doing so shall forfeit the booking fee. If the event is cancelled less than 30 days to the appointed date no refund of the balance will be made.

Supply of Material for Inclusion in the Film

The editing of your film may commence immediately after your event therefore, any items for inclusion should be sent no later than 2 weeks before the event. Additional charges may apply if this is delayed or if you require additional edits/changes that were not originally part of the brief. We will only accept digital versions of photographs and CD copies of selected music, not the original albums. We will assume that any information sent are duplicates and will not be returned unless specifically requested in writing and therefore will be subject to additional P&P surcharges. Whilst every care is taken in the handling of the Client's property, Marry Me Films Limited 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 Marry Me Films Limited. 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.

Permission to Film

It is the Client's responsibility to ensure that full permission for filming at all the day's appointed locations is agreed beforehand. Marry Me Films Limited cannot be held responsible for unauthorised filming or for any fees involved in gaining such permission and will not be responsible for any refusal by such authorities to allow filming to be carried out. The Client will not be eligible for any refund if such an event occurs.

Camera Positions & Filming Conditions

While every effort will be made to get the best positions for the cameras to film the event, due to restrictions imposed upon us on the day by third parties and Health & Safety issues, this may not always be possible. Marry Me Films Limited cannot be held responsible for quality loss that is a direct result of environmental issues. We reserve the right not to use our equipment in any situation for example extreme weather conditions which may compromise the safety of either our equipment or our camera persons.

Image / Sound Quality

While every effort will be made to ensure accurate colours and lighting reproduction, in certain conditions the colours and the lighting may not be accurately reproduced. This is not a fault but a limitation of the factors on the day, which are beyond our control, for example mixed indoor & external lighting, harsh shadows, and poor lighting conditions such as candlelight, dance areas, night events outdoors. Sound will be captured as accurately as possible within the limitations of the event and the equipment used. If the final product is not satisfactory quality in terms of picture or sound and is the direct result of Marry Me Films Limited then you are entitled to a free corrective edit to resolve the problem.

Equipment

All our equipment is regularly serviced and maintained to the highest standard and prior to any event it is also given a thorough check to limit any problems. In the unlikely event of radio signal losses, camera, card corruption or any other technical failures for reasons beyond our control, or by the actions of third parties, Marry Me Films Limited can not be held responsible, and we will only be liable for a reduction in cost or if a more serious error has occurred a refund of all monies to the Client. As standard we always cover every event with two cameras, so in the improbable event of one failing, we can continue to film the event with the other camera.

Drone

Drone footage is an additional element which is included at no extra cost and its capture and inclusion are at the discretion of Marry Me Films Limited. If Marry Me Films Limited deems drone footage appropriate, then every effort will be made to obtain it, providing there is sufficient time for the drone operator to stage and execute the shots and that there is no risk of any damage to the drone, property or any safety concerns for any persons. The drone operator will always operate within the legal guidelines stipulated by the Civil Aviation Authority. The drone operator has the right to refuse any unsafe or unlawful drone flying operations and cannot be held responsible if it is not possible to gain drone footage. Aerial filming will only be undertaken if it is legal, safe and weather conditions permitting. Flights will be entirely at the discretion of the drone operator and the drone operator's decision will be final. If additional permission is required by the venue then it is the client's responsibility to inform us. We have separate £5 million drone public liability insurance (copies of the certificate available upon request). CAA approval certificate available upon request.

Style

The Client acknowledges that they are familiar with our portfolio and are requesting the services with knowledge of our style; that our work is constantly evolving; that our services are of a unique and artistic nature; that our films may be different from films created by us in the past; and that in creating the films, we shall use our personal artistic judgement to create footage consistent with our view of the event, which vision may be different from the Client's vision of the event. Accordingly, the Client acknowledges that the footage will not be subject to rejection on the basis of taste or aesthetic criteria.

Highlights Trailer Music

Due to online music copyright laws, the music for the wedding film highlights trailer cannot be edited to copyright music. The Client can choose from a selection of licenced music from companies suggested by Marry Me Films Limited for their wedding film highlights trailer at a cost to Marry Me Films Limited. If the Client then wishes to change the track the cost of purchasing an alternative track is with the Client.

Limit of Liability

Marry Me Films Limited accepts no liability for any loss or damage that may arise from the supply of the service. In the unlikely event of us being unable to supply the service as specified, liability shall be limited to the total invoice value, in the event that the Client has made a partial payment, to monies already paid by the Client. Neither party shall be liable for indirect or consequential loss.

Duration of Filming

The duration, start and finishing times will be dictated by when we think we need to be in attendance and when we think we have all the footage we need to fulfill the brief. Whilst we shall make every effort to arrive in a timely manner, we cannot be held responsible for any impact on our attendance and timeliness caused by traffic delays, unforeseen illness or incapacity.

Special Requests/Coverage

Although every effort is made to comply with the Client's wishes, special requests are not binding instructions. The Client understands and accepts that the coverage will be as the Marry Me Films Limited camera person's professional expertise determines and that no one shot/scene will be deemed more important than another.

Alterations to Booking Details

Any changes to the details already taken must be submitted in writing no later than 2 weeks before the date of the event and must be confirmed by us and may be subject to additional charges. If we are not informed of any changes in advance we will not be accountable for their omission.

Additional Optional Extras & Services

Additional optional extras and services may be ordered separately at a later date. Any post-event additional services will be invoiced separately as per our current price list. Payment for any additional services subsequent to your event must be made in full upon order of such additional services.

Expenses

Marry Me Films Limited retains the right to charge out-of-pocket expenses incurred in providing services, subject to being able to provide the Client with proof of expenditure. All out-of-pocket expenses will be charged at cost. The Client will be notified in writing.

Project Completion

Under normal circumstances the project will be completed within 12 weeks from the date of the event. In the unlikely event of extenuating circumstances this may be extended to a further 3 months at the discretion of Marry Me Films Limited and the Client will be notified in writing. Projects completed after this additional 3 months will be entitled to appropriate delay refund. However, Marry Me Films Limited will not be held responsible for delays that are a result of the Client failing to submit relevant information, payments or any other component dependent upon the project being completed. If after 6 months from the date of the event, the materials and, or information required to finish the film is not forthcoming, then the service will have expired and a charge made for any subsequent editing. After 12 months we reserve the right to complete the project as we deem appropriate and send out your final presentations copies.

Postage & Packaging and Loss of Items

We do our utmost to package items safely so that they reach the Client in excellent condition, all items are sent by Royal Mail "Signed For" Delivery. We cannot be held responsible for any items that go missing whilst in transit from our business premises to the Client. Responsibility rests with the postage company and not with Marry Me Films Limited. Once items have been dispatched we will email the Client with the estimated delivery time.

Storage of Masters

Marry Me Films Limited as standard, produce and store a master of the finished version of the film, we are not liable for any damage to any master copies and store them as a courtesy. Please understand that this is not intended as a backup service and is only there to make reordering duplicate copies much easier. DVDs sometimes fail over time and copies cannot be guaranteed to remain in tact and so we therefore advise Client's to order additional copies just in case. We cannot be held responsible for items stored for long lengths of time failing or working incorrectly.

Branding and Promotional Material

We reserve the right to add our branding to all our products and to use the footage and stills taken from the footage, for inclusion on our website, blog, brochures, show reel or any other external advertising and promotional material undertaken by Marry Me Films Limited with any third parties.

Meals for Crew

To ensure that we do not have to leave the venue for refreshments and miss anything important; we ask that two vegan main meals are provided. If this is not possible please let us know in advance of the event.

Copyright

All material recorded by us remains the property of Marry Me Films Limited unless otherwise stated. Duplication, lending, hiring, public performances, broadcasting, editing, and distribution for profit or otherwise is strictly prohibited unless otherwise stated. The Client must ensure that permission is sought for the inclusion of any copyright material they supply to the Company to enable us to deliver the service. The Client must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Client agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Client.

Confidentiality

Unless otherwise agreed Marry Me Films Limited will treat any information gained during the supply of the service as being private and confidential.

Health & Safety

Marry Me Films Limited and Client will act in accordance with all relevant health and safety requirements in order to provide the service.

Insurance

Marry Me Films Limited has £5 million public liability insurance, £100,000 Professional Indemnity Insurance, full accidental damage and equipment loss insurance (copies of the certificates available upon request). If the Client deems it necessary they should purchase extra insurance to cover themselves against losses not covered by this agreement.

Right of Assignment

Only when unavoidable and absolutely necessary will Marry Me Films Limited out source the supply of service to another company or employ freelance camera operators. We retain the right to assignment of services to the Client to another suitable company or employ freelance camera operators should we be unable to complete these terms and conditions.

Complaints

Any complaints should be raised by the Client with Marry Me Films Limited, in writing, within 28 days of first becoming aware of the matter and in any event within 28 days on receipt of the final DVD.

Definitions of Law

The contract is the document or documents that set these conditions and all other details about your agreement with us. "We" and "us" means the supplier of goods or services, (Marry Me Films Limited), "you" mean the person, persons, Client or Customer and "event" means the service you have booked. These Terms and any Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of its Courts. These conditions do not affect the statutory rights as a consumer as defined by the "Unfair Contract Terms act 1977" or any statutory amendments of that act.

Waiver & Validity

Failure by Marry Me Films Limited to exercise or enforce any right under any Agreement or these Terms shall not be deemed to be a waiver of any such right nor operate so as to prevent the exercise or enforcement of such right on any other occasion. If any part, term or provision of any Agreement or these Terms be held illegal or unenforceable, the validity or enforceability of the remainder of that Agreement or these Terms shall not be affected.

Force Majeure

Marry Me Films Limited shall not be liable for any failure arising from abnormal and unforeseeable circumstances outside Marry Me Films Limited's control, including for example acts of God, war, riot, explosion, abnormal weather or natural physical disaster, fire, flood, strikes, or Government, or Government agencies, action or regulations.

Disclaimer

Whilst Marry Me Films Limited has taken all reasonable steps to ensure that any information supplied and displayed is correct, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice, if absolutely necessary.