

Terms and Conditions

In what follows the masculine shall be taken as including the feminine. The terms "You", "Your" and "The Client" refer to the entity or person(s) making the booking.

These Terms and Conditions relate to bookings made by telephone, email or internet web site.

The Company

We are Robebo Limited ("the Company") of 17 Bossard Court, Leighton Buzzard, Bedfordshire LU7 1DF trading as RoBeBo Videographers and RoBeBo Photographers and we make video films and take still photographs. The terms "We", "Our" and "Us" refer to the Company. "Videographer" means the person employed by the Company to videorecord your event. "Photographer" means the person employed by the Company to record your event using a still camera on either film or digital memory card.

Booking

Any verbal or emailed booking will be regarded as provisional until a fully completed booking form, a signed last page of these Terms and Conditions and a non-refundable booking fee, where required, is received.

The booking form must clearly state the service required.

It must be signed by a director, duly authorised officer or, in the case of weddings or civil partnerships, by both partners. For other events it must be signed by those persons The Company deems to be responsible for the booking. Where more than one person signs each in an individual capacity liability is deemed to be joint and several.

Bookings are made on an exclusive basis. A booking for video coverage will be deemed to have been cancelled with all penalty clauses intact if another professional videographer is engaged to simultaneously record the same event. A booking for photographic coverage will be deemed to have been cancelled with all penalty clauses intact if another professional photographer is engaged to simultaneously record the same event.

Venues

The client accepts that venues to be used may restrict or prohibit the filming or photographing of all or certain events. It is entirely the client's responsibility to obtain the necessary permissions. The Company accepts no liability in the event that permission is subsequently withdrawn.

You must advise us immediately if there is any change in venue. This must be by telephone if within 72 hours of the event or in writing otherwise.

The company is required by law to carry out a Health and Safety risk assessment at all venues used. Time must be allowed for in any schedule for this to be carried out.

Special Requests

We will make every endeavour to accommodate any special requests, which must be made in writing, but cannot guarantee to do so and we accept no liability to you in respect thereof. Special requests not made at the time of booking must be in writing.

Payment

For personal clients a non-refundable booking fee is required at the time of booking. The balance is due as cleared funds 21 days before the event. Where the balance would be due on a non-working day it must be paid by the working day next before the due date. For the purposes of clarification a working day is considered to be Monday to Friday excluding bank

or public holidays. You may pay by cash, cheque or internet bank transfer. Seven working days must be allowed for clearance for non-cash payments. We reserve the right to amend payment terms. No reminders will be sent. If payment is not received by the due date you will be deemed to have cancelled and you will be liable to us for cancellation charges as described below.

Corporate clients will be asked for half the balance 30 days prior to the event and the remainder on delivery of the finished video and/or photographs against our invoice. Goods remain our property until paid for in full. Payment must be by cheque, cash, banker's draft or BACS (internet banking) direct payment.

Institutional Clients will be asked to pay any attendance fee at the event and the balance subject to any minimum quantity requirements on delivery of the finished video and/or photographs against our invoice. Goods remain our property until paid for in full. Payment must be by cheque, cash, banker's draft or BACS (internet banking) direct payment.

The Company reserves the right to amend the balance due as a result of changes to copyright licence fees, statutory payments or external agency terms beyond its control.

Expenses

You undertake to pay mileage expenses in accordance with the Company's published rates where the total distance to be travelled exceeds 150 miles (240km) from Leighton Buzzard.

You undertake to provide reasonable sustenance at appropriate times of day. This will usually be for two persons at most but these requirements will be subject to negotiation if more crew are likely to be involved. In the case of weddings, civil partnerships and similar events we suggest that sustenance is taken whilst you are eating. We will advise you if there are any specific dietary requirements beforehand.

You undertake to allocate a parking space where possible at all venues to be used. The Company will advise you at least 7 days in advance whether this will be for a car or a motorhome. In the latter case a parking bay will be required that is at least 8 metres long, 2.5 metres wide and, if covered, with a headroom of at least 3.4 metres. Where parking is not permitted within a 100 metres of the venue you undertake to provide assistance to unload, load and carry equipment.

You undertake to provide overnight accommodation for our operator and/or any crew if mileage exceeds that in our current price list.

Copyright

You should understand that cine film, video, photographs, graphic artwork, music and other media generally remain the copyright of the original photographer or artist. If you wish to provide us with materials for inclusion in your video or photographs then by doing so you warrant that you hold the rights to that material and indemnify us against any claim for breach of copyright.

The Company obtains or holds PPL (Phonographic Performance Limited), ECL (European Copyright Licensing), CCLI (Christian Copyright Licensing International) and MCPS (Mechanical Copyright Protection Society) licences for the use of music and other protected works in its products. If you supply us with sound tracks in any mechanical media form for use in your video then by doing so you warrant that you are the beneficial owner of the media.

This means that you must obtain permission, preferably in writing, from the copyright owner and you must own any CD, tape or vinyl disc containing the sound tracks you wish to use.

Any images or copies of images stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically, electronically or by other means an image created as

part of this contract without the permission of the Company in writing. The Company retains the copyright of video production and photographs the subject of this contract. All materials used, except where provided by you, remain the property of the Company. You are hereby granted a limited use license to view the output images and a detailed licence will accompany the product. The Company reserves the right to electronically protect the media it supplies to you and will include a copyright notice with the company's name, address and contact details on any disc or tape and packaging material supplied to you. The breaking of copyright protection seals on any tape, disc envelope or viewing album will presume a breach of copyright.

You hereby allow the Company to display any images and play any sounds included in this contract in their studios, portfolios, literature, exhibitions, world-wide-web sites and advertising and for demonstration purposes to prospective clients. No use of the images will be made by the Company for other commercial reason except with the written permission of the client.

Changes to your booking by you

We will accept reasonable changes to your booking subject to payment of an administration fee of £10 per instance and on the understanding that we may not be able to accommodate your request, especially in the case of a change in date or time. This fee will be waived for an unavoidable change in venue.

Cancellation by you

The seven-day right to cancel under the Distance Selling Regulations ("DSRs") does not apply to this contract as personalised goods and services are explicitly excluded from the cancellation rights in the regulations.

If you cancel you must do so in writing. We will endeavour to rebook the event date(s) to another client but if we are unable to do so a cancellation will incur a penalty payable within 7 days of the cancellation notice as shown in the table below. We suggest you consider taking out insurance to cover your event.

| | |
|---|----------------------------------|
| Up to 90 days prior to the event | Booking fee only |
| Between 90 and 30 days prior to the event | Booking fee and 50% of the price |
| After 30 days prior to the event | Full price |

In the case of weddings or civil partnerships you must instruct us whether you wish filming to continue if either partner fails to appear or fails to take their vows. For all events you must instruct us whether you wish filming to continue in the event of accident, illness or death of a key person. We will assume you do not wish to continue and filming and/or photography will be abandoned if we have not been so instructed within 30 minutes of the failure or incident.

Changes to your booking by us

We will not normally make any changes to your booking. If, due to circumstances beyond our control, we find we have to make a change then we will negotiate with you and agree the change in writing.

We do not guarantee to arrive or leave at specific times but will make our best endeavours to meet any pre-agreed schedule.

If we are unable to attend your event for any reason, for example: illness, then we will make our best endeavours to provide an alternative videographer or photographer but cannot guarantee to do so. Our liability to you is limited to refunding any monies paid. It is in your own best interests to ensure you have taken out adequate insurance cover for such an eventuality.

The Company reserves the right to cancel this contract immediately without penalty if, in its opinion, it is being asked to participate in an activity that would bring its good name into disrepute whether legally or morally or if our Health and Safety risk assessment reveals dangers considered to be too great to start or continue work.

The company's staff have the right to work in a safe environment. We reserve the right to cancel this contract immediately without penalty and to seek legal retribution if any of its staff are physically or verbally abused.

Artistic Licence and Coverage

The videographer(s) and/or photographer(s) shall be granted complete artistic licence including in relation to poses captured and locations used. The videographer(s)'s and/or photographer(s)'s judgement regarding the locations and number of scenes filmed shall be final. Due to the vagaries of weather, unforeseen restrictions and the willingness of subjects it may not be possible to capture all the scenes requested.

The videographer or photographer retains the right to suspend or halt filming if, in his opinion, events occur that he considers to be dangerous or likely to be deleterious to the equipment or product.

You understand and accept that the videographic or photographic coverage will be as the videographer's or photographer's professional expertise determines and that no one video shot, photograph or scene will be deemed more important than another.

Although the Company may produce a preview tape or disc or proof prints for discussion with you it is not bound to do so nor does the Company have to accept your critique or editing instructions where, in its opinion, it would result in an inferior product. The Company reserves the right to charge for previews.

You undertake at all times to fully co-operate with the videographer or photographer and give all reasonable assistance and access sufficient to allow the Company to fulfil its obligations under the terms of this agreement.

The Company retains the right to remove or overdub sound recordings it feels inappropriate to the occasion or the intended audience.

Where you have elected to supply your own choice of music, photographic images or other media it must be in our hands at least 21 days before the event. The company reserves the right to substitute its own choice of material if you do not provide the required items within the time period allowed.

Limitations and Mechanics

The Company uses digital still cameras and 3-CCD digital video cameras and non-linear digital editing equipment. In some circumstances and at the videographer's absolute discretion other equipment may be used. This would typically be where a smaller camera is required because of access restrictions.

Videos supplied to clients will be in UK PAL format. Image size will be "Full PAL", nominally 768 x 576 pixels in a 4 x 3 picture aspect ratio. European 16:9 widescreen format can be provided to special order but cannot be guaranteed to give an acceptable picture on all television reproduction equipment and the Company will accept no liability in that respect.

Still photographs are generally shot at a nominal resolution of 2560 x 1920 pixels or greater. Still pictures taken from video will be at the video resolution stated above.

Video and photographic equipment cannot provide an exact colour match and sometimes it will be impossible to capture an exact colour as perceived by the human eye. Certain objects and clothing may give rise to anomalous Moiré patterns and some lighting conditions may result in vertical streaks in the image. The process of digitising may give rise to compression artefacts either during original recording, editing or output to final media.

Poor or reduced lighting conditions may result in reduced image quality, 'graininess' and focus shifts. Auxilliary lighting may be used at the videographer's or photographer's discretion and subject to permission from the appropriate authority at the venue in an attempt to reduce this effect. You accept that this may give rise to other anomalies, changes in white and colour balance and excessive contrast in the resultant captured images and aesthetic degradation of the lighting ambience. Flashing lights as used by discotheques may cause anomalies in the picture including focus shifts and bright streaks across the frame.

Electronic flash or auxiliary tungsten lighting may be used for still photography at the photographer's discretion subject to permission from the appropriate authority at the venue.

The videographer may elect to use radio microphones where, in his opinion, trailing wires would be a hazard. Such equipment is subject to the physical laws of radio propagation and the subsequent recording may contain unexpected extraneous sounds emanating from other radio users. Any microphone, radio or otherwise, may pick up electro-mechanical interference from nearby electrical equipment, vibrations and general body movement and other unexpected sounds. Microphones do not discriminate sound like the human ear and brain and unexpected anomalous sounds may be heard on the final output. It is a limitation of the digital recording process that, on occasion, audible crackles and clicks may be present on the soundtrack particularly during shot transitions.

Music supplied by us is recorded onto the final output from Compact Disc (CD), MP3 or WMA computer files at a minimum output resolution of 16-bit stereo, 44.1KHz. As the original recording would have been outside our control we cannot guarantee that the input criteria will match.

Where you provide us with music to be included it must be provided on commercial vinyl disc, cassette tape or CD. We accept sound files downloaded from the internet only if in WAV, MP3 or WMA format and you must keep us indemnified against all claims if you have breached your contract with the internet provider. Sound will be captured and digitised into a PC in 16-bit stereo at either 44.1KHz or 48KHz but we do not undertake to attempt the removal of any anomalous sounds such as hiss and crackles and you accept that the sound quality recorded by us cannot be better and may be marginally worse than the quality provided on the original media. In order to retain exemption from British Board of Film Classification (BBFC) ratings lyrics must not contain "adult" material. If you wish to use such material it must be cleared with us first and you are responsible for all BBFC fees including VAT where applicable. The BBFC may not give you a rating that enables the video to be shown to your intended audience and there may be a considerable delay in obtaining clearance. We do not permit inclusion of what we consider to be racist or otherwise unacceptable lyrics or sounds.

The contracted video output format is to UK PAL standard DVD±R or VHS tape and three copies will be provided as part of this contract. Social videography output is limited to a maximum of approximately 3 hours, i.e. a 2-DVD set or E180 VHS tape, unless otherwise agreed in writing at the time of booking. If you have selected the Highlights option for a wedding or civil partnership video we will additionally provide one DVD±R or standard VHS tape containing a montage of the event highlights. You may elect to purchase additional copies of the video film and/or highlights where applicable in the following formats:

PAL Mini-DV tape
PAL Digital-8 tape
PAL Hi-8 tape
PAL SVCD disc
NTSC VHS tape

PAL DV-CAM tape
PAL S-VHS tape
PAL VCD disc
PAL DVD-R or DVD+R disc
NTSC DVD-R or DVD+R disc

In each and every case the Company cannot guarantee complete compatibility with replay equipment and no liability will be accepted for the failure of the chosen media to play acceptably on a particular mechanical platform. If you request one of these formats you may obtain a sample tape or disc from us to test the proposed replay equipment. We will assume that you have carried out a test to your entire satisfaction regardless of whether you ask us for sample media. We do not supply DVD-RAM discs since these do not conform to an accepted

world standard. All media are intended for playing to a domestic television which typically masks the overall picture frame by about 10% at each edge. Overscan televisions and computer screens may display blank areas or unwanted content at the edges of the picture.

Still photographs will be supplied as digital files on DVD±R or CD-R discs in JPEG (.JPG) format. Images will be normalised to give the fullest contrast possible but will otherwise be unretouched. This may, perceptually, result in images which you consider to be too light or too dark. Unless agreed to in advance and paid for separately you are responsible for editing the images to suit your own requirements. Still image discs are not warranted for playing on desktop DVD players.

Reorders

All reorders will be treated as an extension of this contract and no responsibility for errors will be accepted unless orders are given in writing.

The Company will retain a backup copy of your final edited video as a DVD and/or Blu-ray disk image ISO file on an external disc drive. A backup copy of final edited photographic images will be retained on an external disc drive.

All reasonable care will be taken to ensure copies are kept in conditions required to retain their archival quality but the Company cannot accept liability for loss or damage to archive disc drives unless by negligence on the part of its officers in which case liability will be limited to attempting to recreate a new output copy from other sources such as recapturing from a disc or tape originally provided to you as part of this contract.

The Company cannot undertake to provide reorders after the expiry of the media warranty period but may attempt to do so on a best endeavours basis and subject to a one-off additional recovery fee of 10% of the original contract value adjusted for inflation.

Limitation of Liability

In the unlikely event of a total videographic or photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss except that you accept responsibility for damage to equipment by your staff or guests whether accidental or not and payment for such damage must be made in full to either the Company or its insurers.

Data Protection and Confidentiality

The Company is licensed under the Data Protection Act 1998. We may wish to confirm details of your booking and make arrangements with other parties, for example, in the case of a wedding or civil partnership, with your ceremony or reception venue and in doing so pass personal data to that party. If you do not wish this to happen you must instruct us in writing at the time of the booking.

Under the Data Protection Act 1998 individuals have the right not to be photographed and/or recorded on video. The Data Protection Registrar has indicated that by attending weddings, civil partnerships and similar events individuals should reasonably expect to be photographed and/or recorded on video. It is the Data Protection Registrar's stated view that any person who does not wish to be filmed should make their own arrangements to stay out of the field of view and must also let the Company know their wishes. You understand and acknowledge that we are obliged by law not to use any material which includes images of an individual who has opted out and this may include material crucial to the production.

The Company undertakes not to give away or sell your information to third parties for advertising or marketing purposes except as noted above for demonstration of our products to prospective clients. We cannot guarantee that your information will not be passed on by the other parties with whom we liaise although we make our ethics concerning this known to these parties.

The Company will not, without the written consent of the client, during or after the determination of this Agreement disclose any confidential information relating to a client, or the members thereof, which is acquired as a result of the Company's involvement with the client except by a court order.

Waiver on Indulgence

Any waiver of any breach or any time concession or indulgence granted by either party shall not affect that party's strict rights hereunder.

Force Majeure or Act of God

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. The Company shall not be liable for any default due to any circumstance beyond the reasonable control of the Company including, but not limited to, Acts of God, war, civil unrest, terrorism, riot, strike, lock-out, acts of civil or military authorities, fire flood, earthquake or shortage of supply or failure to deliver of the suppliers of the Company.

Delivery

Either the final version or a preview tape or proof copies will normally be delivered within four to six weeks of either the event being recorded or of you giving us any additional material required, whichever is the later. If a preview tape is delivered the edited final version of the video film will normally be delivered within four to six weeks after you have agreed the edit decisions. DVD±R products generally take two to four weeks longer as they have to be specially mastered. Commercial DVD, CD and bulk tape copying may take four to six weeks longer since they are produced by third-party suppliers. If photographic proofs are delivered the finished prints will normally be delivered within four to six weeks after you have agreed your selection. The Company does not guarantee a delivery date and in some circumstances, for example during busy or holiday periods or Christmas, a longer time may elapse before delivery. Deliveries are usually by hand but we may choose to send items by recorded or registered post or by courier at our expense. We will attempt to advise you beforehand.

Acceptance

You will be deemed to have accepted the video film and/or photographs and any additional copies in whatever format requested ("the Goods") if they have not been rejected on or before the 7th day after delivery. You will not be entitled to reject the Goods in whole or in part after such date except where the original media is proved to be faulty in which case it will be replaced subject to the terms of the original manufacturer's warranty. In the event of a dispute relating to videography the Company and you agree to present the facts before the Arbitration Panel of the Association of Professional Videomakers (APV) and accept their finding.

General

If any term or provision of these Conditions is held invalid illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid illegal or unenforceable provision eliminated

The Company may without your consent sublicence its rights or obligations or any part of these Terms and Conditions.

The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation of any of the Terms and Conditions.

Entire Agreement

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

Governing Law and Jurisdiction

This agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Rights of Consumer

Nothing in these Terms and Conditions shall affect the statutory rights of a consumer.

Client Acceptance

I/We agree to the foregoing Terms and Conditions.

Signature _____ Date _____

Name _____

Signature _____ Date _____

Name _____