

Bayvista Studios Ltd.

Rose Ghyll, Oakbank, Sunnyhill, Whitehaven
Cumbria, CA28 6HY.

Web: www.bayvista.co.uk / **Email:** Sales@bayvista.co.uk

Video / Photography Service Disclaimer

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by Bayvista Studios Limited in writing.

Booking fee: Dates are reserved only when a booking fee is paid. This booking fee is not refundable if the contract is cancelled. This sum will apply towards the contracted fee.

Payments: The outstanding balance for services contracted, must be paid no later than twenty-one days following the event. Payments for any additional photography or video and DVD copies must be paid for when ordering. Cancellations within twenty-one days of the event will require payment in full. All cancellations must be accepted in writing by Bayvista Studios Limited.

Weather: Weather permitting, the photographs and video will be taken as agreed. In the event of inclement of weather, Bayvista Studios Limited, in cooperation with the clients will make the necessary changes to the schedule and will do their best to produce full coverage of the event within the time option selected.

Coverage: Bayvista Studios Limited cannot be held responsible for the lack of coverage caused by any member of the party not being ready on time, nor by restrictions placed on Bayvista Studios Limited by officials or any venue holders on the day. Bayvista Studios Limited does not guarantee the number of pictures to be taken or guarantee any specific footage to be captured either by the videographer or the photographer on the day, although every effort will be made to interpret the clients' wishes.

Colour Matching: The dyes used for clothing, particularly man made fibres do not always photograph or video in the manner in which they appear to the eye. When photographs are printed to produce a pleasing flesh colour such materials may appear incorrect. Bayvista Studios Limited will endeavour to achieve the closest possible colour match within the limitations of the materials and processes used.

Licence: Bayvista Studios Limited shall be granted an artistic licence in relation to poses photographed or captured on video and the location used. The judgement of Bayvista Studios Limited shall be deemed as correct in relation to pose and location used.

Display: The client agrees to allow Bayvista Studios Limited to display any photographs and any video footage included in this contract in their studio, portfolio, display areas, internet site, exhibitions, competitions, television broadcasts, magazine or brochure publications.

Copyright: The copyright of all photographs and any video footage covered by this contract shall remain the property of Bayvista Studios Limited in accordance with the Copyright, Design and Patents Act 1988. As part of the contract the client will be granted the right to copy, print and distribute any photography images and video footage, but Bayvista Studios retains the right to use the material for its own display purpose.

Delivery: Bayvista Studios will make every effort to complete photography contracts within a week of the event and all video contracts within twenty-one days of the event. Although this is not a guarantee every effort will be made by Bayvista Studios Limited to make the delivery times. In the event the client cannot collect the images or DVD copies from Bayvista Studios in Whitehaven, delivery will be arranged by post.

Force Majeure: The due performance of this contract is subject to alteration or cancellation by Bayvista Studios Limited owing to any cause beyond their control.

Client responsibility: It is the responsibility of the client to inform Bayvista Studios Limited in writing of anyone attending the event who does not agree with these terms and conditions so Bayvista Studios Limited can exclude them from the video or photographs. The terms and conditions listed here cover our corporate photography and video event service only. For other events such as weddings our terms and conditions are listed on our wedding service disclaimer, available at www.bayvista.co.uk or by contacting (01946) 67980.

Limitation of Liability: In the unlikely event of total photographic or video 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.

Photography & Video Services

 (01946) 67980