

Bayvista Studios Ltd.

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

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Wedding 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: A non-refundable deposit of £165 is required at the time of the booking. Dates are reserved only when the booking fee is paid. This sum will apply towards the contracted fee.

Payments: The outstanding balance for services contracted, must be paid no later than ten days prior to the wedding. Payments for any additional photography or video and DVD copies must be paid for when ordering. Cancellations less than twelve weeks before the wedding will result in payment in full. Weddings that are postponed to a later date will result in an additional £150 fee if Bayvista Studios is available for the re-scheduled date. No wedding can be re-scheduled less than twelve weeks before the original wedding date. All cancellations and re-scheduled wedding dates 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 co-operation with the clients will make the necessary changes to the schedule and will do their best to produce full coverage of the wedding within the time option selected.

Coverage: Bayvista Studios Limited cannot be held responsible for the lack of coverage caused by the bride, bridegroom or any other member of the wedding party not being ready on time, nor by restrictions placed on Bayvista Studios Limited by officials of the church, register office 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. The client shall have no right to reproduce, nor to authorise the reproduction of, by any means whatsoever, any photographs or any video footage created by Bayvista Studios Limited. This includes a video camera, any hard copies, film, hard disk, tape or any other recording medium. The client hereby acknowledges that infringement of Bayvista Studios Limited's copyright is unlawful and may lead to prosecution.

Delivery: For services contracted, your preview album and any DVD copies will be ready approximately five weeks after the wedding date, 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 preview album or video 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: For photography services contracted it is the clients' responsibility to choose the photographs required from the preview album supplied by Bayvista Studios. An outline design of storybook weddings will be supplied for approval in pdf format only. Once the client submits the changes required, further change requests may result in additional charges. Only the clients' first alteration request are included in the contracted fee.

Further client responsibility: It is the responsibility of the client to inform Bayvista Studios Limited in writing of anyone attending their wedding day 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 wedding service only. For events other than weddings our terms and conditions are available on request.

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.

Weddings Our Speciality

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