

# Memorable Day Films

## ~ Wedding Film Booking Form ~

Please print out, complete & sign, then scan/mobile photo and email to: enquiry@memorabledayfilms.co.uk

### Personal Details

Bride's Name: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Post Code: \_\_\_\_\_

Post Code: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Package Chosen: 1  2  3

Best Man: \_\_\_\_\_

Additions: Well-Wishers

Contact No.: \_\_\_\_\_

Price Quoted: £ \_\_\_\_\_

### Wedding Details

Date of Wedding: \_\_\_\_\_

Ceremony Type: \_\_\_\_\_

Ceremony Venue Name: \_\_\_\_\_

Time of Ceremony: \_\_\_\_\_

Ceremony Official's Name: \_\_\_\_\_

Ceremony Venue Address: \_\_\_\_\_  
\_\_\_\_\_

Venue Contact No.: \_\_\_\_\_

Post Code: \_\_\_\_\_

Reception Venue Name: \_\_\_\_\_

Reception Venue Address: \_\_\_\_\_  
\_\_\_\_\_

Contact No.: \_\_\_\_\_

Post Code: \_\_\_\_\_

Additional Requests: \_\_\_\_\_

*Please accept this booking form and deposit as confirmation of the required date for the filming of our Wedding.  
We have read, understand and accept the booking terms and conditions:*

Signature of Bride or Groom or Acting Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name (printed): \_\_\_\_\_

Please complete, sign, then scan or mobile pic and send your completed booking form by email to: 'enquiry@memorabledayfilms.co.uk'. Unfortunately your booking cannot be reserved until this is received, along with receipt of your deposit of £300. Bank details for electronic payment: **Account No. 33913260 / Sort Code 20-45-45** (Barclays Bank). Submission of the booking form will be deemed as acceptance of the accompanying terms and conditions of booking (see attached pages; also available on our website). Once we receive your signed booking form and the deposit, we will send confirmation of your booking acceptance by email to the first email address supplied on the form.

# Terms & Conditions

Please read carefully to ensure you fully understand our terms and agree to them prior to booking.

1. THE BASICS
2. YOUR FILMS
3. PAYMENT TERMS
4. ADDITIONAL CHARGES
5. CANCELLATION

## 1. THE BASICS

- 1.1 'Memorable Day Films' is a UK registered limited company. Any payments you make may appear on your statement as 'Memorable Day Films'.
- 1.2 Any liability on the part of Memorable Day Films Ltd will be limited to the amount of monies paid by the client to Memorable Day Films Ltd.
- 1.3 Any reference to "Film" includes, but is not limited to, DVD's, Blu-ray's, USB stick/flash drives and any other digital or analogue copies of your wedding production, physical or otherwise.
- 1.4 It is the client's responsibility to secure access to required areas for filming and cover any associated fees. Memorable Day Films Ltd. will not be responsible for coverage lost due to access restrictions and no refund will be offered.
- 1.5 Memorable Day Films Ltd. will not be held liable for any production problems beyond our control, e.g. bad weather, accidents, poor acoustics/lighting, interference from guests, etc.
- 1.6 Memorable Day Films Ltd. reserves the right to terminate this contract at any time for any reasonable cause, e.g. accident or ill health. In this event all monies paid by the client to Memorable Day Films Ltd will be refunded in full.
- 1.7 It is the responsibility of the client to ensure that your venue locations are safe and suitable for filming, and that the behaviour of you and your guests is acceptable. We do not tolerate any intimidation, verbal or physical abuse of any nature, nor any tampering with our equipment. Our film team are instructed to leave any venue without delay should any situation deteriorate to a point where their health or safety is compromised or equipment becomes damaged or stolen as a direct result of any of the wedding party or their guests. No refund will be offered in full or part for any footage missed as a result.
- 1.8 When you enter into this booking, you accept that we cannot accept any liability whether it is a financial or any other kind of loss, which arises either as a direct result or as an indirect result or as a consequence of any failure by us of our obligations to you in this booking except for our obligation to return all or part of any sums that you have paid to us in accordance with these conditions.
- 1.9 We confirm that we will comply with the provisions of the Data Protection Act 1998 as it relates to your personal data. Please note that we shall be entitled to assume, unless you inform us otherwise prior to the Event, that all persons attending the Event have consented to being recorded for use in the film.
- 1.10 Please note that it is your responsibility to obtain the consent from the owners of the church or other venue where the Event is being held and all other persons involved in the Event, such as any person conducting the ceremony, the choir, organist and other musicians to record the Event before it takes place and to pay any fees charged by them. If you fail to do so, this may mean that we are unable to record the ceremony or the Event or release the film to you until that consent (which is required for copyright reasons) has been obtained.
- 1.11 The booking form is to be used as a content guide only and not to be considered final, pending discussion with us and final agreement on your requirements. Confirmation of the final booking and amount agreed will be sent by email. You will be sent an invoice receipt via email once the final balance payment has been made.

## 2. YOUR FILM(S)

- 2.1 Although we make every reasonable effort to ensure that all the equipment we use for your event is in sound working order, if a problem with the equipment should arise, our liability to you is limited to making a refund of the sums that you have paid us in respect of the booking. We will be entitled to deduct any out of pocket expenses that we have reasonably incurred or paid to a third party. In the event that only a part of the event is recorded as a result of our equipment failure, we will look to return a 'fair' proportion of the price paid, after discussion with you, the client.
- 2.2 We will make every reasonable effort to secure a replacement camera operator if for any reason the camera operator is unable to carry out the engagement. If unable to find a suitable replacement, our liability is limited to any monies paid by the client to Memorable Day Films Ltd.
- 2.3 Although we will use every reasonable effort to record significant parts of the event as detailed in your package options (including any part of the ceremony) the decision as to what is comprised in the recording and the style in which it is recorded and edited is in our absolute discretion. We can give no assurance that we will successfully record any particular aspect of the Event (even though you may have asked us to do so), and any failure by us to capture any particular aspect of the event or failure does not give you any right to refuse to pay the agreed price or obtain a refund.
- 2.4 The master film edit remains our property. Copyright of the master film edit is vested in us. This means that:
  - (1) we reserve the right to dispose of the master film edit file in our absolute discretion.
  - (2) we do not accept liability in relation to any loss of and/or damage to the master film edit file.
- 2.5 Final Master film edit files are kept for one year, where possible.
- 2.6 We reserve the right after you have received your copy of the film, to show the film (or part of it) to any prospective client who may wish to see a sample of our work, or to enter the film into competitions or use extracts for public viewing online (e.g. Website, YouTube, Facebook) or public display (e.g. a wedding fair). We will not however release any part of your film for TV broadcast without your prior written consent.
- 2.7 For Standard Film Packages, your finished film will be available online (as a private link) for you to review and approve within 6-8 weeks of the filming date, however this can be longer during peak periods. We offer no guarantee on a specific turnaround time. Turnaround time for all packages does not commence until we have received all relevant information and documents from you, if applicable.
- 2.8 Should any changes be requested, these will be considered, but cannot be guaranteed, depending upon their nature and may incur additional charges. Details of the changes must be sent by email to us. If we do not hear from you within 7 days of delivery, the edit will be deemed finished and the material archived. You agree that changes to your film are chargeable after the first hour of editing at a rate of £55 per hour. There is a standard fee of £60 for retrieving footage that is already archived, should amendments be requested after archiving has taken place.

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2.9 If you do not have access to the internet, we are able to offer a prototype version on USB stick, which is chargeable. If you are unable to approve the final amended film(s) within 7 days, it will be deemed that you are happy to accept the film(s) as supplied. Any changes once you have received your film(s) will be chargeable at £55 per hour.

2.10 You must notify us within 7 days of receipt of your final wedding film of any faults. If we do not hear from you within 7 days, we will assume you are happy with the film edits provided and any future corrections or changes will be deemed chargeable.

2.11 For your online viewing and distribution (e.g. social media), we do not have control over the licensing rules and restrictions placed by providers such as YouTube, Vimeo etc for use of particular music track(s). Any music we use in the editing of your films must have valid copyright clearance for public distribution. Memorable Day Films Ltd. will not accept liability for any breach of copyright. If a film is blocked by YouTube or similar online providers, there will be no entitlement to a refund as you, the client, will already have a private downloadable copy as part of your film package.

## 3. PAYMENT

3.1 A non-refundable Booking Fee is payable to secure your wedding/event date. The Booking Fee for our Wedding Film Packages is £300. If additional payments need to be made by Memorable Day Films Ltd. in advance of the wedding date for elements not included in our packages, payment for these will be required from the client at the time of booking them. Until we receive your deposit, your chosen date is not secured. Should a deposit/full payment be received and your date is no longer available, we will refund any monies paid in full.

3.2 The full balance is due 21-days prior to the wedding/event date (or immediately, if we have agreed a last-minute booking i.e. one that commences in less than three weeks from the booking date). Payment should be made by electronic transfer where possible, as per the instructions on the booking form. If you pay by cheque, the funds will need to 'clear' before the booking can be accepted. Failure to pay the balance in full may result in cancellation of your booking and loss of your deposit and any other associated costs we may have. Please contact us if you are having payment difficulties to avoid this.

3.3 Should you wish to cancel your booking once the deposit has been paid, normal cancellation charges will apply to the total invoice amount (see section 5).

## 4. ADDITIONAL CHARGES (If applicable)

4.1 You agree that any additional charges/surcharges need to be paid in full prior to releasing the final film. Additional fees will be calculated to the best of our ability at time of booking, but in some circumstances further surcharges will be billed after the event. You will always be notified of these before they are incurred, for your approval to proceed.

4.2 Travel charges are free within 35 miles of our base (Ealing, West London) and £0.55p/mile thereafter. Parking charges under £5 (total) are paid by us, but any further charges combined during the course of your wedding day will be charged back to the client. This is particularly important for city centre weddings, where parking fees can be expensive. We recommend to all clients to try and source free parking for the camera crew to avoid incurring any surcharges after the wedding.

## 5. CANCELLATION

5.1 In the unlikely event that we are required to cancel a booking due to staffing issues, dangerous driving conditions, acts of God, camera operator illness, equipment malfunction or any other unforeseen situations, you will be entitled to a full refund of all monies paid which is also the limit to any liability we have. In the event of severe weather making driving dangerous, if we cannot make it to your venue(s), you will be entitled to a full refund of all monies paid. In the event of bad weather where we successfully make it to your venue(s) but the wedding is cancelled (e.g. either by the venue closing, the wedding party being unable to travel), you will still be charged in full. We strongly recommend to all clients to take out wedding insurance to protect yourself from any losses should disaster happen.

5.2 For minor changes to your wedding details (e.g. optional extras, names, music choices etc.), you must call or drop us an email. We will get back in touch with you to confirm the changes have been made. Where your changes may incur additional costs, we will invoice you. Where your changes are significant (such as a change of date or change of venue many miles away from original venue) we will try to accommodate this without further cost, but cannot make any guarantees. Should we be unable to accommodate the changes, normal cancellation rules will apply.

5.3 Depending on your wedding/event date and how much notice you give will determine whether you are entitled to a partial refund (assuming you've paid the original balance) or whether you are still required to make a further payment. Any booked flights, accommodation, train travel, insurance, other travel or any other associated costs are chargeable in full regardless of notice period if we are unable to receive a refund from the supplier.

5.4 For cancelling/making a significant change to booking, which we cannot accommodate, you will be charged as follows:

28 days notice or less – full balance due minus any travel surcharges (UK mainland services only)

29-90 days notice – 70% of total cost due (includes Booking Fee) minus any travel surcharges (UK mainland services only)

91 days or more – Loss of Booking Fee only

5.5 If you would like to change your package features, in the majority of circumstances we can accommodate this, providing we have 45-days' notice. However if any out of package costs have already been incurred, these will still be payable.

5.6 For bookings made within 8 weeks of the wedding date, cancellation charges will apply to the full invoice amount, not just the Booking Fee. In this instance, we apply a standard late cancellation fee of £600, which will be the minimum payment due, excluding any expenditure already undertaken on the client's behalf.