

# Vlak Vark Productions (Pty) Ltd Terms and Conditions (Videography)

## VIDEOGRAPHER RESPONSIBILITIES

- Videographer's Responsibilities. **Vlak Vark Productions Pty (Ltd)** ("Videographer") hereby agrees to perform Video Production services for Client at the Event specified above in a professional, workmanlike manner according to the prevailing standards in the industry ("Services").
- The Videographer may employ one or more assistants.

## PAYMENTS

- A 50% **Non-Refundable Admin fee (NRA)** also referred to as a booking or reservation fee is required to reserve a **date** and is due upon signing this contract. This contract is void if the reservation fee is not paid.
- The **balance due** (50%) as stipulated by the payment agreement must be paid in full (7) days prior to the wedding date.
- Only payments via electronic transfers or cash is accepted, cheques will not be accepted.
- If the Client refuses delivery of the order or refuses to pay within thirty (30) days of this order, Client shall be in default hereunder and charged 15% percent interest every month on the unpaid balance until payment is made in full.
- **Vlak Vark Productions Pty (Ltd)** reserves the right to cancel this contract and provide no coverage if payments are not made on time.
- Force Majeure. If videographer/photographer is unable to attend event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, videographer's/photographer's sickness, pandemic or government lock down or other acts of God beyond the parties' control, then Photographer shall return a 50% money paid by client (excluding the retainer, the NRA fee), and this agreement shall immediately terminate.
- In the case of illness **Vlak Vark Productions Pty (Ltd)** will contract a replacement videographer/photographer, for the date of the shoot in question.

## CHANGE IN DATE, CANCELLATION

- If the booking parties request a change in date, the reservation fee is transferable and prices are still guaranteed, however depending on availability for the new date and as long as the new date is within (60) days from the original booking and the request is received (30) days from the original date. If the new date is more than (90) days from the original booking any new pricing in effect will apply.
- Exceptions will be negotiated during a pandemic or forced government lockdown.
- The **NRA** will only be refunded in case of death (Proof will be required).

## PRICELIST AND CHANGE IN PRICES

- Prices, price changes and discounts are at discretion of **Vlak Vark Productions Pty (Ltd)** management.
- Discount Vouchers have to be presented to **Vlak Vark Productions Pty (Ltd)** management to be valid.
- Our prices will not change once the **NRA** is paid, unless the **NRA** is paid in the calendar year prior to the wedding. Prices will then be affected by the annual increase as determined by **Vlak Vark Productions Pty (Ltd)** management.
- The price list is applicable to a **Typical European wedding**, any variation to the norm will require a customized quote.
- No extra fees are charged, except if the event exceed the hours as specified in the package selected. An hourly Overtime rate will be charged thereafter.
- No VAT is charged as VlakVark Productions is not a VAT vender

## COOPERATION

- The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. **Vlak Vark Productions Pty (Ltd)** is not responsible if key individuals fail to appear/cooperate during video sessions or for missed footage due to details not revealed to us.
- The Client is responsible for obtaining all necessary permits required for locations and to make arrangements to have said permit available.
- **Vlak Vark Productions Pty (Ltd)** is limited by the guidelines of the ceremony official or reception site management. Client agrees to accept the technical results of their imposition on the videographer. Negotiation with the officials for moderation of guideline is Client's responsibility.

- Any special, out of the ordinary, surprise events during the ceremony or reception must be brought to the attention of **Vlak Vark Productions Pty (Ltd)** prior to the event.

### **DELIVERY OF FINISHED PRODUCT**

- Client will be notified immediately when the final product is ready.
- Once ready, the final product can be picked up from our **Offices in Leloko Estate, Hartebeespoort, North West.**
- If the client cannot pick - up from our offices, the product will be posted to them via the post office.
  - All post office charges are the responsibility of the client.
- Mastering and Editing will take **approximately 3 -4 months** to produce from the date of the event or from the date all necessary pictures and/or songs are received **but can be affected by options selected, complexity of the wedding and other unforeseen circumstances.**
  - This includes: Load shedding, backlog due to COVID19 surge weddings, illness or injury and other unforeseen circumstances not pointed out.
- Due to the **Christmas Holidays**
  - All September, October, November and December Weddings will only be delivered 4-5 months after the wedding date.
- Additional copies can be purchased any time after the wedding for at a minimum of up to one year.
- Photos, invitations, music, checklists, and any other materials required for the completion of the production should be received within (14) days of the wedding. Production may proceed without these materials if not supplied as long as Client accepts responsibility for delays as a result.
- Upon taking possession of the finished product, the Client must inform **Vlak Vark Productions Pty (Ltd)** of any technical or other problems with the video within seven (7) days. If no notification has been received, the Client will be deemed satisfied with the product and production data archived.
- There will be no charge for re-editing up to one hour, thereafter a **R300/hour** rate will be charged. Re-edits is available to the Client for a period of (7) seven days after delivery of the product(s).

### **EXCLUSIVE**

- The booking parties acknowledge that **Vlak Vark Productions Pty (Ltd)** shall be the sole and exclusive videographer for the contracted function and that the above noted party shall not employ any other videographer for this purpose.
- It is also recommended that family and friends not take the actual shots posed and the contracted party understands that **Vlak Vark Productions Pty (Ltd)** is not responsible for the final results of any video taken as a result of this interference during the process. Guests taking video will be permitted at our discretion.
- **Vlak Vark Productions Pty (Ltd)** reserves the right to terminate this contract at any time for reasonable cause, i.e. accident or ill health. In this event, all monies paid will be refunded in full.
- The Client grants **Vlak Vark Productions Pty (Ltd)** full production and editorial control regarding all aspects of this production and postproduction.

### **TRAVEL, MEALS, ADDITIONAL FEES**

- For wedding and wedding related events in excess of the **km** as stipulated by package selected from our **Offices in Leloko Estate, Hartebeespoort, North West, the AA rate for our vehicle** applies.
- Where an overnight stay may be required, the Client will be required to pay for moderate accommodating overnight lodging if the location of the wedding requires travel more than **1 Hrs and 30 min**, a travel expense in addition to mileage will be assessed for appropriate lodging and meals.
- Unforeseen parking fees and tolls incurred will be charged to the Client.
- **Vlak Vark Productions Pty (Ltd)** will only cover events in the time specified by the selected package, any additional hours will be charged at an hourly rate of **R 1000/hour.**
- **Additional editing charges** are charged if the time limit allocated for a section of the film is exceeded.
- **Vlak Vark Productions Pty (Ltd)** asks that a meal be provided for the videographer(s) during the reception dinner; please seat the videographer as near the speaker's dais as is possible. If a meal and seating is not provided, the videographer will take a 30 minute break during the reception dinner. **Vlak Vark Productions Pty (Ltd)** is not accountable for events or speeches not captured on video as a result of this break.
- Should the above noted party require any related items to be couriered to them, it is agreed that **Vlak Vark Productions Pty (Ltd)** will not be responsible for courier costs and that all shipments will be sent C.O.D. or paid in advance.

### **COPYRIGHT AND REPRODUCTIONS**

- The Client hereby grants to **Vlak Vark Productions Pty (Ltd)** and its legal representatives, the irrevocable and unrestricted right to use and publish video of the Client or in which the Client may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

- The client further agrees that any desired duplication must be made through **Vlak Vark Productions Pty (Ltd)** to ensure high quality distribution.
- The client hereby releases **Vlak Vark Productions Pty (Ltd)** and its legal representatives from all claims and liability relating to said video footage.
- The video is strictly produced for the **Client's private home use only**. Any duplication, alteration or broadcast, including but not limited to internet use, without written consent and permission from **Vlak Vark Productions Pty (Ltd)** is strictly prohibited. Client assumes all liability for any form of copyright infringement.
- This contract doubles as a model release for the individuals getting married on this day **ONLY** for use of video in an advertising campaign for **Vlak Vark Productions Pty (Ltd)** and/or a competition where the video may be published.

## MUSIC

- **Vlak Vark Productions Pty (Ltd)** only charge a fee to film the event, edit the video and audio components recorded at the event and for **Royalty free music** used in the final product.
- Any other music used on the production is the responsibility of the client.
- **For Copyrighted Music**
  - Copyrighted music will not be used on any web clip, internet site or social media if the music is licenced
  - Copyrighted music used on the video will require proof of a purchased copy of the music by the client.
  - Copyrighted music will only be used if the client uses their video for personal use.
- **For Royalty free music**
  - Royalty free music will be purchased on the client's behalf depending on which package is selected.

## PRACTICAL CONDITIONS AND LIMITATIONS

- **Lighting**
  - **Vlak Vark Productions Pty (Ltd)** will be using additional lighting, these lights are very bright to ensure good video quality.
  - If there is any request, from the Photographer or Guests to switch off the lights, this will have to be approved by the Client.
  - The client requests that the lights must be turned off, they will have no claim against **Vlak Vark Productions Pty (Ltd)** for bad video quality.
- **Recording Limitations.**
  - The maximum recording time per camera is limited to 2 Hrs and 30 min (the "Norm" for a typical European wedding).
  - Weddings exceeding the time limit will result in additional cost for editing.

## LIMIT OF LIABILITY

- In the unlikely event that the videographer is injured or becomes ill to video the event, **Vlak Vark Productions Pty (Ltd)** will make every effort to secure a replacement videographer. If the situations should occur and a professional replacement is not found, responsibility and liability is limited to the return of all payments received excluding the NRA fee for the event package, and no further damages may be sought against **Vlak Vark Productions Pty (Ltd)** for any reason.
- If Videographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, Videographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, Videographer shall not be obligated to refund any of the fees paid by Client because of such action.
- If the Videographer suffers any financial loss, fine or legal costs due to illegal acts at the Event, the client will be liable for these cost and damages.
- In the unlikely event that all the video has been lost, stolen, or destroyed for reasons within or beyond videographers' control, **Vlak Vark Productions Pty (Ltd)** liability is limited to the return of all payments received excluding the NRA fee for the event package. The limit of liability for a partial loss of original footage shall be a prorated amount of the package selected, based on the percentage of footage lost.
- **Vlak Vark Productions Pty (Ltd)** will not be held responsible for circumstances beyond our control, including but not limited to bad weather, accidents, poor acoustics/lighting, power failure, equipment malfunction, defective tape stock, lateness, no show, neglect, human error, wireless interference or Client misuse of equipment, restrictions at event locations or interference from guests or other persons.
- **Vlak Vark Productions Pty (Ltd)** will take paramount concern to produce a finished product of excellent quality and makes no guarantees, either expressed or implied in regard to the aesthetic qualities of the final video, videos are delivered to the Client on an as-is basis.
- Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by mediation, and judgment upon the award by the mediator(s) may be entered in the court at **Brits, North West** having jurisdiction thereof. The parties wave trial to the extent permitted by law, and expressly agree to mediation in any action, proceedings or counter claim brought by either party against the other or any other matter what so ever arising out of or in any way connected to this agreement.

- An agenda should be provided so that all main events are captured on video. If no agenda is provided, and an event is missed at either the ceremony or reception, **Vlak Vark Productions Pty (Ltd)** cannot be held responsible. If the Client is providing original prints, negatives or transparencies owned by the Client to **Vlak Vark Productions Pty (Ltd)** for or duplication, framing, reference, or any other purpose, in the event of loss or damage **Vlak Vark Productions Pty (Ltd)** shall not be liable for any amount in excess of the retail value of the Client's order.
- Client is aware that mediums (DVD, Blu-ray) may disintegrate over time due to the inherent qualities of products, and Client releases **Vlak Vark Productions Pty (Ltd)** from any liability for any claims whatsoever based upon fading or disintegration due to such inherent qualities.
- **Vlak Vark Productions Pty (Ltd)** considers its product to be one of **artistic expression** and therefore will not tape subject matter that in its sole discretion is considers objectionable.
- **Vlak Vark Productions Pty (Ltd)** videographers will always consider the requirements and desires of the client in terms of video capture, editing, and style, but reserve the right to use their professional opinion in any circumstance. The Client has viewed samples of **Vlak Vark Productions Pty (Ltd)** work and is completely satisfied with our quality, video production capabilities **and artistic style**. Changes in the finished product to accommodate aesthetic or personal tastes will result in additional fees."
- The client must provide a safe working environment and is responsible for any damage done to equipment by guests.

### **PRICELIST TERMS (Explanations)**

- **Engagement/Love story shoot**
  - It's a chance for a professional videographer to capture two people in love who wants to share it with the world, or even just between themselves.
  - Limited to a 2-hour shoot.
- **Most terms on the price list is self-explanatory, the following have been explained further.**
  - A full sequence or section of the video will be dedicated to the content described in the pricelist.
  - Or Equipment will be used in the package.
- **Highlights/ Wedding film**
  - The content described in the Pricelist will be included in combined sequences with other content from the video.
  - This is the industry standard of recording wedding video.
- **Guest Party Mixer**
  - A separate sequence edited to music showing highlights of the party section of the video
- **Cinematic**
  - Within the wedding videography industry, it has taken on the following meaning: It is captured and edited for the dramatic effect and mood. It is usually presented with a particular style and "wow" effect that may not be present in a "mere documentary" of the event.
- **Typical European Wedding**
  - Groom and Bride preparations do not include any traditional ceremonies.
  - Wedding starts at the time as indicted in the invitations or communicated to the videographer.
  - The Bride and Groom entrances are limited to 4 minutes each.
  - **Church/wedding service is limited to maximum time of 1 hour (Unless, specified differently on your package).**
  - A Photo session takes place after the ceremony.
  - The entrance into the wedding venue hall is limited to 5 min.
  - **Toasts are limited to a max of 1 hour (Unless, specified differently on your package)**
  - **Other Traditions include:**
    - Cutting the cake.
    - Throwing of the Garter and Bouquet.
    - Dance and Party.
  - **Cut-off times (packing up) – Please ensure that all events are scheduled and completed by this time**
    - Cut-off times are generally determined by the package selected (package terms apply)
    - In general cut –off times are:
      - Ceremony starts at 15:00 pm: Cut-off is 20:45 pm
      - Ceremony starts at 15:30 pm: Cut-off is 21:15 pm
      - Ceremony starts at 16:00 pm: Cut-off is 21:45 pm
- **Slow – Mo Booth**
  - The booth will commence at the time agreed with the client.
  - The booth will be available for approximately 1 hour.

## **LIVE STREAMING**

- Live Streaming will only be available at venues that have a minimum and constant upload speed of at least 3 Mbps on one or more of the 4 major networks (MTN, Vodacom, Cell C, Telkom) in the location where the stream will take place.
- If the stream fails for whatever reason, **Vlak Vark Productions Pty (Ltd)** will attempt to complete the edit as soon as possible and upload the video to the desired platform.
- Streams are mainly published to YouTube on a "unlisted" which can be viewed by anyone who has access to the link address.