

Terms of Agreement

1. General information

SHIVRAJ.TV will provide services to the Client(s), providing the Client(s) have/has assessed all the risks that may occur.

2. Booking and payment

a. A deposit is required upon return of the Quote (non-refundable subject to Paragraph 3.c). Receipt of the Quote alone will not secure your booking and the date may be booked by other parties.

b. A date may only be considered reserved once a completed deposit has been received and funds are cleared. Until that point dates cannot be guaranteed. If a date is no longer available any deposit received will be returned to the sender with no further liability on either party.

c. You must pay the deposit in full to confirm your booking then the final payment as listed on the invoice upon delivery of your film(s). If you do not do so we will not have any liability to you, and if we so decide we shall be entitled in our absolute discretion to forfeit the whole or part of the deposit.

d. Travelling Expenses

For all packages we reserve the right to charge fees for motoring or rail expenses. These are estimated to the best of SHIVRAJ.TV's abilities however a further calculation will be completed for the final invoice. For journey times longer than an hour or requiring flights, full day rates will be charged as standard.

e. Accommodation

For commissions requiring overnight stay, accommodation must be provided by the client for the night(s) required of the event/shoot.

3. Cancellations/Rearrangements

a. Events/shoots sometimes need to be cancelled. We strongly recommend that the Client(s) take out comprehensive insurance to protect themselves from costs if they need to cancel.

b. The Client(s) may cancel this booking at any time by giving written notice to SHIVRAJ.TV.

c. Refunds are only available if it is requested in writing within seven days of paying the deposit. A 15% admin fee of the final quote price will be charged.

d. Alternatively, you may change your date once in the lead up to filming, but this must be given within 2-weeks notice before your filming date. If you change your filming date for a second time, a 10% admin fee of the final quote price will be charged to cover the costs of rescheduling additional shooters, equipment rental and the loss of a filming day for SHIVRAJ.TV.

e. Cancelling your booking within the 48 hours prior to your filming date will result in a loss of your deposit.

4. Filming the day

a. Any variations in the times, dates, or to the planned event/shoot that may impact on the original booking should be communicated to SHIVRAJ.TV as soon as possible.

b. The Client(s) is responsible for obtaining permission to film at the location or any third parties/talent involved, and the Client(s) is also responsible for any fees levied at the various locations.

c. The Client(s) must also seek permission from any other venue where filming will be required.

d. Arrangements should be made for all venues to be accessible by SHIVRAJ.TV at least one hour before the time of each event; this is to be arranged by the Client(s).

e. We aim to be discreet whilst filming but in low light conditions, additional free-standing lighting may be required.

f. Coverage will be as the cameraman's professional expertise determines and no one scene will be determined more important than another. While every effort will be made to get the best position for the camera(s) to film the event/talent this may not always be possible if restrictions are imposed upon us on the day. SHIVRAJ.TV cannot guarantee coverage of any individual or group during the day.

g. We use broadcast quality well-maintained equipment, however, we will not be liable for any Radio Signal losses, Battery failures, Card failures, equipment failure and or material defects, which are beyond our control. In the unlikely event of a total video failure, our liabilities are limited to a refund of all monies paid by the Client(s).

Every effort is made to ensure perfect colour and lighting reproduction, but certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, and low lighting conditions. With these factors beyond our control, we will endeavour to produce the best image possible. In the case that a particular segment of the event/shoot is either not recorded, partially recorded, or not a part of the final edited film, it is at the sole discretion of SHIVRAJ.TV. If something occurred at the event/shoot that the Client does not want to appear on the final film, the Client must instruct SHIVRAJ.TV in writing before post-production begins.

SHIVRAJ.TV may operate as a videography team consisting of numerous camera operatives. Unless otherwise instructed we usually complete each event/shoot with one videographer. We will source any additional operators based on availability and location.

The Client must provide a safe working environment and is responsible for any damage to our equipment by their guests or team and will be liable to pay such expenses for replacement or repairs. In restrictive conditions such as rain, extreme temperatures and humidity, adequate shelter must be provided to the Videographer.

5. Food

If video coverage is greater than 5 hours, the Client must provide 1 hot meal to the camera operator(s). If video coverage is greater than 10 hours, the Client must provide 2 hot meals to the camera operator(s). It is very important that this be served at the same time as any other food is served to other guests/delegates/team members. Vendor meals provided at any other time i.e., at the end of guest service may affect what footage we are able available to capture. If meals are not provided, a subsistence charge will be made up to the value of £40 per camera operator.

6. The Edit

- a. SHIVRAJ.TV will endeavour to build your film(s) around any special requests made upon booking, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Client(s) wishes. SHIVRAJ.TV will not be held responsible for scenes not included due to inclement weather or other conditions outside of SHIVRAJ.TV's control.
- b. Any final editing decisions are of the sole discretion of the SHIVRAJ.TV.
- c. Any changes requested on the final copy once sent out will be subject to a further charge.
- d. To comply with Copyright law, if a choir or musician performs any music live, then a licence needs to be obtained from the Composer and Publisher of the music (Legislation Copyright Designs and Patents Act 1988 Part II, s.181 et). Composers and Publishers are represented in the UK and Ireland by MCPS. If the music is being played from a CD, record or any other recording, a second licence needs to be obtained from the Record Company.
- f. Any loss or damage of material or software (i.e., video and/or audio supplied by the Client(s)) is limited to the cost of the media alone. No consequential loss is accepted by SHIVRAJ.TV.
- g. If a Client(s) submits any media to SHIVRAJ.TV for inclusion in the film, Copyright clearance is the responsibility of the Client(s) other than music covered in Paragraph (d).
- h. Completion is usually within 1-4 weeks from the date of the event/shoot (not including any bank holidays).
- i. The Client(s) supplies SHIVRAJ.TV all items required to complete the video before the event/shoot date including any shot lists, scripts, logos, graphics, etc.
- j. If after 3 months from the filming date the items and, or information required to finish the video is not forthcoming, then the service will have expired, and an additional fee will be made for any subsequent editing.

7. Acceptance of Goods.

- a. The Client(s) shall within 7 days from the delivery of goods give written notice to the Company of any respect in which it is alleged that the Goods do not comply with the original Quote. Subject to any such notice, the goods will be deemed to comply with the Quote in all respects.

8. Ownership of the Master Footage and Copyright

- a. The master Footage (also referred to as rushes/dailies/raw footage) remains our property. Copyright in the master footage is vested in us. This means that:
- b. We reserve the right to dispose of the master footage in our absolute discretion.
- c. We do not accept liability in relation to any loss of and/or damage to the master footage.
- d. Neither you nor any one on your behalf are allowed to make any copies of any footage, digital copies or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of footage without our consent is a breach of copyright for which you may be liable in damages.
- e. We aim to keep Master Footage for a period of one year though this is not guaranteed.
- f. We reserve the right after you have received your copy of the films, to use the films or part of it to any prospective client who may wish to see a sample of our work, or to enter it into competitions, use extracts in our showreel or display online.

9. Additional

- a. We keep a master copy of your film(s) in our archives for up to one year. You may order additional copies within this period as required. If you wish to order additional copies after one year, we cannot guarantee that the master will be available.
- b. The prices at the time of the Quote are current at the time of viewing. SHIVRAJ.TV reserves the right to change and amend their service level agreement without notice at which point prices may change.
- c. Unless stated by the Client, SHIVRAJ.TV retains Copyright of the goods produced from this booking and are protected by the Copyright and Design act 1988. The Client(s) hereby allows SHIVRAJ.TV to display any media included in this booking in any form.