

Terms & Conditions

This agreement sets out the terms and conditions of bryn martin photography & Ripple Affects as a company when commissioned for work by a client. These terms and conditions cover bryn martin photography & Ripple Affects and its employees, casual or permanent. By commissioning bryn martin photography & Ripple Affects a client has agreed to abide by these terms and conditions in whole.

The 'production company' refers to bryn martin photography & Ripple Affects' photography, videography and post-production teams involved in any recording, photography in all its forms, editing, authoring, design, reproduction and distribution of any project the client commissions from bryn martin photography & Ripple Affects.

The 'client' refers to the person or people commissioning Ripple Affects for any production.

The 'crew' refers to the team sent by bryn martin photography & Ripple Affects for any project the client commissions from bryn martin photography & Ripple Affects.

The 'venue' refers to the locations that are to be utilised and the organisation or individuals that are responsible for the location and its management.

The 'event' refers to the specific recording of any commissioned project.

1) Access to event locations and permission to film:

1a) It is the client's responsibility for all arrangements regarding access to the venue on the day of the event. The production company cannot be held responsible for the venue not allowing the crew to enter or photograph at the venue on the event day. These issues should be resolved in writing, where possible, prior to the event and all bodies should be aware of the production company's presence.

1b) The production company will not refund their fee if paid before the event date and will charge for their services if they are not allowed to enter or photograph in the venue on the event day through failure to complete the above request.

1c) The production company will not be held responsible for the crew's positioning within the venue for the photograph on the day. Access may be limited by the venue, which may impair the crew's ability to photograph to their highest standards. Wherever possible the crew will place itself in the best vantage point within the venue to photograph your event.

1d) Any release permission of individuals for photography, that are needed, are the clients responsibility, as well as informing all people, that are involved, about the production company's presence and agreement to the production company's involvement in the event. The client must make sure that all relevant paper work is dealt with on behalf of the production company.

2) Health and Safety:

2a) The production company cannot be held responsible for the action that causes any individual to incur any injury and loss or damage to themselves or their property due to their unsafe actions around the crew and their equipment.

2b) The client takes full responsibility for every one at the event with regards to the presence of the production company, crew and equipment and any injury and loss or damage to the individual or their property as a result of any accident involving the production company.

2c) The client is liable for any costs incurred for replacing or fixing damaged equipment where it is deemed that a guest of the client has caused the damage to occur.

2d) Any issue that involves equipment that is stolen, from the venue, will be dealt with as a police matter. Unless resolved, satisfactorily in the production company's eyes, by the client.

2e) When visiting the offices of bryn martin photography & Ripple Affects the client takes full responsibility for their own, their employees and their guests safety, in all matters. The production company takes no responsibility for any individual's safety on bryn martin photography & Ripple Affects' or its employees premises.

3) Client requests:

3a) Wherever possible specific requests by the client made prior to the event with regards to the documentation of the event will be met.

3b) However, if it is not possible to carry out these requests through unforeseen circumstances on the day, the production company will not be held responsible for failure to meet these requests.

3c) By agreeing to these terms and conditions the client agrees and understands that these requests can only be taken as guidelines and failure to meet them does not constitute non-payment of the production company for its services.

3d) The client indemnifies bryn martin photography & Ripple Affects and its agents from any personal dislike or negative response by the client to the end product when commissioning any artistic products due to the subjective nature of the work.

4) Recording conditions and technical issues:

4a) External to the production company's equipment, lighting and sound conditions of locations during the event are out of the production company's control and therefore the production company cannot be held responsible for any drop in quality of the finished product because of any external issues.

4b) Although all equipment is checked before commencement of any documentation work, mechanical failures may occur on location that cannot be fixed. Wherever possible the production company will fix the issue and continue to document your event.

4c) If the mechanical problem is terminal then a full refund if paid up front will be made or no payment will be taken or wherever possible a re-shoot will be arranged.

4d) By agreeing to these terms and conditions the client agrees that this is a fair resolution of mechanical failures on the day of documentation and in post-production and as such cannot take further action against the production company.

5) Cancellation of event:

5a) The production company will take no action if the event is cancelled two months or more before the event date, other than to charge for expenses already incurred in pre-production and retention of any no refundable deposits made.

5b) If the event is canceled within two months of the event date the production company will respectfully ask for fifty percent of the agreed fee for loss of earnings, plus any other costs that have been incurred due to your requests that cannot be refunded to the production company such as additional equipment hire and crew.

5c) In the unlikely event of the production company's failure to arrive at the venue on time this will only be due to unforeseen circumstance that the production company can only apologise for.

5d) If any problem occurs due to unforeseen circumstances such as illness or the inability of the production company to document the event then a full refund, if paid up front, will be made or no payment will be taken or, where possible, a re-shoot will be arranged. By agreeing to these terms and conditions the client agrees that this is a fair resolution of the issue and as such cannot take further action against the production company.

5e) If it is known in advance that a key member of the production company will not be available on the day of documenting the event through illness alone, the production company will endeavor to replace this crew member when ever possible.

5f) If through unforeseen circumstances any key crew member of the production company is unable to attend the documentation of the event, other than through a known illness, the production company can not be held responsible for the loss of this crew member for the documentation of the event.

6) Payment:

6a) The production company only accepts cheques or cash, prior to the event or on completion of post-production, which ever is stipulated in the commissioning process.

6b) No product will be released without full payment.

6c) Cheques should be made payable to Mr. B M Martin and must not be post dated.

6d) Where a deposit has been asked for or pro-forma invoice has been sent by the production company it must be paid on commissioning of bryn martin photography & Ripple Affects and will only be refunded if bryn martin photography & Ripple Affects is made unavailable for documentation through unforeseen circumstances.

6e) When a client has altered the initial parameters of the commissioned project and additional costs are incurred the client is fully responsible for the increase in the budget and therefore the final cost of the overall project.

7) CD and DVD reproduction:

7a) Samples of CD and DVD products are checked to make sure they play and have no obvious problems before delivery. However, the production company cannot view every item it dispatches.

7b) Once duplicated any video and audio problems with the CD & DVD copies, when sent back to the production company, will be assessed and the production company will reproduce an alternative copy free of charge if it is deemed to be a reasonable fault.

7c) DVD's produced by the production company are general authored version 2 discs, which will only work on modern version 2 PAL DVD players and will not work on version 1 DVD players.

7d) If viewing the DVD on a PC then playback issues or failure to play can be a result of individual software conflicts between the disc and the PC. The production company does not guarantee that its DVD products will work on all PC or MAC DVD player software or all DVD players as software issues may raise issues.

7e) Obvious problems with the DVD such as; glitching of the disc or freezing of the disc once playing maybe due to poor encoding. If this is the case then when the DVD is sent back the production company will assess the DVD and reproduce an alternative copy, if it is deemed to be an encoding fault, free of charge.

8) Delivery:

8a) The production company gives a minimum turn around time of 28 days from documentation to final distribution of the product.

8b) On delivery if any copy of either CD or DVD, is deemed to be damaged the production company will, on return of the damaged item, replace it with an alternative where it is deemed not to be due to delivery company's handling of the product.

8c) The production company takes no responsibility for courier or postal company failure to deliver. If this occurs and the product cannot be retrieved and after assessing the issues the production company, if it deems fit, will reissue your product free of charge.

8d) The production company can not be held responsible for any missed deadlines given to its clients once the third party courier has taken possession of the product.

8e) Turn around times can only be used as a guide and the production company cannot be held responsible for the late delivery through unforeseen circumstances.

8f) The production company cannot be held responsible for items damaged through third party delivery services.

8g) The production company will pass on all delivery costs to the client where the client fails to pick-up the completed project and its associated products.

9) Deadlines for Commissioned Work:

9a) The production company can not be held responsible for a clients deadlines when they are out of their control.

9b) The client is fully responsible for any deadline that they have been set by themselves or their own client.

9c) If it is physically impossible to complete the commissioned project due to unforeseen circumstances the production company can not be held responsible for any set deadline.

9d) The client has no right to alter any deadline initially set out during the commissioning of a project. Wherever possible the production company will endeavor to complete the project in the shorter time, but cannot be held responsible for any movement of a deadline by the client.

10) Copyright:

10a) The production company holds the copyright to all still images, video and audio that it records and may use them in any way it sees fit.

10b) The use of any audio or image, still or moving, which is subject to copyright is the responsibility of the client.

10c) Where there is a fee to pay for the use of copyright material in the clients project the client is liable in full for the cost of the license.

10d) When instructed to purchase any license for a commissioned work involving copyrighted material the production company may include an additional administrative charge on top of the license fee.

10e) Where there is an obvious infringement of copyright on any material to be used by the production company through instruction by the client the production company has every right to refuse the use of such material.

10f) Where there is an unforeseen infringement of copyright on any material used by the production company through instruction by the client the client indemnifies the production company for this infringement of copyright and takes full responsibility for this breach in the law.

11) Loss of Material:

11a) Wherever there has been a loss or damage to a clients media through mechanical failure of the production company's equipment, the production company can not be held responsible for the monetary or material loss of this media.

11b) The production company takes for granted that any media sent to be used by the client is a sub copy of the original and not the master tape and therefore can not be held responsible for loss of any master material.

11c) The production company can not be held responsible for any loss of media through a postal or courier service used by the client.

12) Responsibility of Contents of Commissioned Work:

12a) The client takes full responsibility for the objectives of the commissioned project and indemnifies the production company from any failure to meet these objectives during production of the project.

12b) The production company takes no responsibility for the failure to meet the objectives of the finished product of any client through failure to instruct the production company of its departure from the initially agreed concept.

12c) The production company, to its best abilities, will undertake the commissioned work to fulfill the basic requirements of production of any commissioned project, but takes no responsibility for the finished project's failure to increase the productivity or profitability of the client.

13) Confirmation of Commission:

13a) The production company will only be commissioned when written confirmation has been received from the client in the form of a letter or email or commissioning document.

13b) The receipt of the confirmation letter or email or commissioning document confirms that the client has read, understood and agreed to the production company's terms and conditions.

13c) The receipt of the confirmation letter or email or commissioning document is binding and the client is therefore committed at this time to the production and its incurred costs.

13d) The client can respond by emailing to info@rippleaffects.co.uk or in writing to Ripple Affects, 25 Catkin Way, New Balderton, Newark, Notts, NG24 3DT.

The terms and conditions set out in this document where first set out on the 12th November 2008.

© Ripple Affects 2008

01636 687550 info@rippleaffects.co.uk 25 catkin way . new balderton . newark . nottinghamshire ng24 3dt .www.rippleaffects.co.uk