



Jessica Tottman Films - Terms & Conditions

BOOKING & PAYMENT

Your wedding date/s is reserved when you have accepted these terms (tick box via link sent by Jessica Tottman) and Jessica Tottman has received the deposit payment as detailed in your invoice.

In the event that more than one client wishes to book services on the same day, preference will go to the first client to pay the fee. The balance is due one month before your wedding day.

Cancelled/Rescheduled events:

1. If an event is cancelled, any fee paid up to that point in time will not be refundable. Rescheduled events will only be accommodated if the new date does not conflict with a previously booked project. If Jessica Tottman is not available on the new date, any fee paid up to that point in time will not be refundable.

Covid-19:

2. The exception to 1. is if the event is cancelled or rescheduled (to a date Jessica Tottman is not available) due to COVID 19 government guidelines **preventing the wedding/s to take place in any circumstances**. In this event;
 - a. a credit will be issued for the deposit to go towards the filming of a future event
 - b. any fees paid *in addition to the deposit* will be refunded

If COVID 19 government guidelines still permit the wedding to take place, clause 1. applies.

Jessica Tottman Films reserves the right to terminate this contract at any time for any reasonable cause, e.g. Accident, bereavement or ill health. In this event all monies paid will be refunded in full.

LIABILITY

Jessica Tottman will perform production tasks to the best of her ability and accepts no responsibility for unforeseen circumstances including transport delays, equipment failure, mobile interference with the sound equipment during vows, speeches or other parts of the day, power outages, illnesses, inability to attend and perform services, footage being lost or stolen and/or any other situation where the resulting video product is less than ideal. If the whole day either fails to be recorded completely due to equipment issues or Jessica Tottman is unable to attend due to an emergency, Jessica Tottman Films' sole liability in those cases shall be limited to a monetary amount no greater than the total of the amount paid by the client.

It is also the client's responsibility to make any musicians or professionals providing entertainment for the wedding aware that they will be filmed as a part of the day and any issues regarding this matter must be discussed with Jessica Tottman Films before the wedding date. If no issues are

highlighted Jessica Tottman has the right to assume that the performer has given the couple permission to be filmed by the videographer.

COPYRIGHT

The videographer retains the copyright of all footage captured and remains the property of Jessica Tottman Films. Jessica Tottman Films reserves the right to use the footage for promotional, commercial purpose including display, showreel purposes, any form of advertising or publication and submission to wedding blogs. Jessica Tottman gives you permission to share and show your highlights film (trailer) on social networking sites or online but not for sales or promotional purposes. Jessica Tottman gives you permission to share and show the full edit video and any other footage supplied with friends and family privately. Due to copyright on the music used, the full edit must not be shared in the public domain.

FILMING

Jessica Tottman will travel to the locations on the day by car or train. For weddings more than 50 miles from Guildford, travel expenses will apply in the form of 0.45p per additional mile travelled, plus accommodation expenses if applicable (this will have been agreed between Jessica Tottman and the client before this form is signed). Jessica Tottman Films offers 9 hours on location as standard. Any variations on this must be agreed by Jessica Tottman and the client in writing before the wedding date. Jessica Tottman will get as much coverage as possible during the agreed hours. The start time begins when Jessica Tottman arrives at the first location. Jessica Tottman is entitled to leave after the agreed number of hours - this might affect the filming of your first dance if there are any delays on the day so it is the client's responsibility to let the videographer know if they would like extra filming time. If Jessica Tottman agrees to extra filming time in advance or on the day, additional filming time will be charged at an extra cost of £100 per hour. If Jessica Tottman works 6 hours or longer the client must provide a hot meal when the guests are served.

Jessica Tottman cannot guarantee filming in full of every speech in the following cases: 1. If the area or room arranged for the videographers' meal is separate from the room where the guests will be dining 2. If the speech length is longer than the maximum time a memory card can record for or a battery can last for. It is highly recommended that the client or guests delivering a speech notify Jessica Tottman when these are about to happen and also inform her of the speech length to avoid these unfortunate situations.

The client must also provide a safe working environment and is responsible for any damage to equipment done by their guests and will be liable to pay such expenses for replacement or repairs. During the ceremony only the vows (marriage section of the ceremony) are filmed to the best of the videographers' abilities. Jessica Tottman cannot guarantee filming and recording of guest readings, hymns or signing of the register, but will always aim to capture these elements too. If there is any other part of the ceremony that you feel must be recorded please speak to Jessica Tottman about this matter in advance.

If the ceremony or any other key parts of the day are taking place outdoors please notify Jessica Tottman when booking. If the client fails to notify Jessica Tottman about this, the videographer has the right to stop at recording outdoors at any point in wet weather conditions in order to protect their professional equipment.

Jessica Tottman cannot guarantee filming of the bride's entrance or walk down the aisle as this is completely dependent on positioning. If an adequate position is arranged for the videographers beforehand, this allows the filming process to run more smoothly. Jessica Tottman will not be responsible for coverage lost if the videographers' views are blocked by any individuals, sound equipment etc or if the positioning arranged for the videographers is not suitable for filming.

Jessica Tottman Films will be the exclusive professional videographer. Friends and family are permitted to operate video cameras on the condition that they do not interfere with or get in the way of the professional coverage. Jessica Tottman cannot guarantee coverage of any particular individual or group during the day.

It is the client's responsibility to secure access to areas for videography at the ceremony and to consider where the videographer can be positioned during the ceremony. It would be appreciated if the couple could let any family members or friends who will be doing a speech on the day know that they will be filmed. Jessica Tottman Films will not be responsible for coverage lost due to access restrictions or situations where the videographer has not been notified of a change of schedule and a speech or event happens unexpectedly. Mobile interferences might occur during the sound recording of the speeches due to the high number of smartphones that are likely to be in the room and Jessica Tottman accepts no responsibility for these circumstances as they are beyond her control.

Creative aspects such as shooting and editing style are at the discretion of Jessica Tottman Films. The length and style of the videos shall be deemed correct and final. Jessica Tottman Films will not be held liable for any production problems beyond her control, e.g. Bad weather, accidents, poor acoustics/lighting, interference from guests, waiters or waitresses etc.

MUSIC

Music is an absolutely essential part of a film and it must comply with copyright rules. As the trailer is shared in the public domain, Jessica Tottman will usually choose royalty free music as to purchase the usage rights to a popular track is usually too expensive to be a viable option. Jessica Tottman always tries to feature music choices from the couple in the full edit, on the basis it is only shared amongst friends and family only. However, as a videographer, she will choose tracks that will match the pace, look and feel of the footage. Choosing an all-time favourite song and using it over your wedding film might not always work and you want the soundtrack and images to be a perfect match. For that reason, Jessica Tottman may challenge the music/film combination by finding songs that the client might not know. Music ideas are always discussed before the wedding and Jessica Tottman always welcomes suggestions. Jessica Tottman purchases music licenses for the any tracks used where relevant and the price of the license is included in the overall package price.

EDITING PROCESS & FINAL PRODUCTS

Please allow up to two weeks from the wedding date for your trailer edit. This will be hosted online on Jessica Tottman Films' Vimeo account and shared with the couple as soon as it is uploaded – the highlights films will be visible to all (public) and also shared on Jessica Tottman Films' social media accounts and website. Please allow six weeks for the completion of the physical film package.

However, during peak season or busy periods editing may take up to ten weeks. You will be provided with one USB stick of the films produced. Jessica Tottman has no obligation to keep the footage beyond one year after the package has been delivered and the client has received the products. However, the final films will be retained for at least three years, and they client can order extra copies of the USB stick at any time during that period.

It is the clients' responsibility to ensure that they store the products and Jessica Tottman won't be held liable for the loss of any products or footage after the package has been delivered. Upon taking possession of the finished product, the client must inform Jessica Tottman Films of any technical or other problems with the video within one calendar month. After one month, if no notification has been received, the client will be deemed to be satisfied with the product.

Jessica Tottman reserves all creative control over the film/s supplied. The client books Jessica Tottman in the knowledge that all films are final and not subject to amends.

If applicable, Jessica Tottman reserves the right to share the full film, via private web link, with potential clients if an example of a full edit is requested.

Additional copies of the USB stick can be purchased after the wedding date at an additional cost of £18 per additional USB stick. Jessica Tottman Films retains all of the copyrights on the video footage and for that reason future copies of videos may only be made or approved by Jessica Tottman Films.

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