

S

A

M

VIDEO DOCUMENT

P

L

E

**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<insert name of Videographer>>], a <<insert type of company>>, Sole Trader, Partnership, LLP, Private Limited Company, registered in England under number <<insert registration number>>] [,w is <<insert registered address>> ss>> ("the Photographer") and
- (2) <<Name of Customer>> of ("the Customer")

**WHEREAS:**

- (1) The Videographer is a free-lance professional specialising in <<insert description of type of videography / event>> services to consumer clients.
- (2) The Customer wishes to purchase the Videographer's Services for <<insert brief description of video shoot>> on the terms and conditions of this Agreement and the Videographer agrees to provide the same.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**"Business Day"**

any day other than Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;

**"Calendar Day"**

any day of the year;

**"Deposit"**

any payment made to the Videographer in accordance with sub-Clause 5.5;

**"Licence"**

any right, whether exclusive, perpetual, [non-]exclusive, granted to the Customer by the Videographer to use any Videos for non-commercial purposes in accordance with Clause 7;

**"Month"**

any month;

**"Order"**

any written order placed by the Customer for the purchase of any services, [the original][a copy of] of which is retained at Schedule 1;

**"Package"**

any set of the Videographer's Services including any types, pricing <<insert additional details of Videos to be supplied and any other details>> provided, all details of the package are set out at Schedule 1;

**“Price”**

**“Special Price”**

**“Video”**

**“Videographer’s Service”**

**“Video Shoot”**

1.2 Unless the context of

1.2.1 “writing”, and  
communication

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
(other than t

1.2.6 a "Party" or t

1.3 The headings used  
no effect upon the i

1.4 Words imparting the

1.5 References to any g

1.6 References to perso

1.7 Each reference in  
expression includes  
message,] fax or ot

able for the Videographer’s  
any additional costs incurred  
(4) being the price set out in

r price payable for the  
ces which may be offered from

d videographic item to be  
omer (including any soundtrack  
any format on any physical  
y such item which the  
or makes available to the  
ernet or other electronic means;

provided by the Videographer  
t the Video Shoot, and the  
nd completion of Videos as  
ement;

ved in shooting to provide the  
basis of a completed Video,  
site preparation beforehand (but  
ost-shooting work), and  
te of the Video Shoot” shall refer  
the Videographer will be shooting

reference in this Agreement to:

on, includes a reference to any  
means;

e is a reference to that statute or  
at the relevant time;

this Agreement and each of the  
nted at the relevant time;

ement; and

ce to a Clause of this Agreement  
graph of the relevant Schedule.

parties to this Agreement.

r convenience only and shall have  
ement.

clude the plural and vice versa.

other gender.

tions.

tions to “writing” and any similar  
ons whether sent by e-mail, [text

## 2. Information About The Videographer

- 2.1 <<insert name of Videographer>> (if different from name of business, e.g. Partnership, LLP, etc.) [registered in England under number <<insert registered number>>] [,whose registered address is <<insert registered address>>].
- 2.2 [The Videographer's VAT number is <<insert VAT number>>].
- 2.3 [The Videographer's name(s) of regulator(s)>>].
- 2.4 [The Videographer's name(s) of association(s) etc.>>].
- 2.5 [<<Insert further information>>].

## 3. The Contract

- 3.1 This Agreement governs the provision of the Videographer's Services and the relationship between the Customer and the Videographer under the Order. The Videographer will provide the Videographer's Services and the Customer will accept them in accordance with the terms set out herein. Before the Customer places the Order, the Customer must ensure that he/she has read this Agreement and understands it.
- 3.2 The Order as attached to this Agreement constitutes a contractual offer by the Customer that the Videographer, at his/her sole discretion, accept. Apart from the Order attached to this Agreement, any other offer by either party to the other party (including, but not limited to, brochures and marketing literature, price lists and other material) shall not constitute a contractual offer by either party capable of acceptance by the other party.
- 3.3 A legally binding contract is formed upon the signing by both the Videographer and the Customer of this Agreement. The signing of this Agreement constitutes the acceptance of the Order and the agreement of both parties to the terms and conditions of the Order.
- 3.4 The Customer hereby acknowledges that the Videographer has given or made available the following information to the Customer before the signing of this Agreement (save for information which has been apparent from the context of the transaction):
- 3.4.1 The main characteristics of the Videographer's Services;
  - 3.4.2 The Videographer's contact details;
  - 3.4.3 The total Price of the Videographer's Services including taxes or, if the Price is not fixed, the circumstances in which it will be calculated;
  - 3.4.4 The arrangements for the performance and the time by which (or within which) the Videographer undertakes to perform the Services;
  - 3.4.5 The Videographer's cancellation policy;
  - 3.4.6 Where applicable, any guarantees;

S

A

M

P

L

E

- 3.4.7 The duration of the contract shall be as stated in the Order, or if the contract is of indeterminate duration, it shall be extended automatically, the conditions for extension shall be those set out in the Order;
- 3.4.8 [Where appropriate, the Videographer shall provide appropriate technical protection measures for the digital content;]
- 3.4.9 [Where appropriate, the Videographer shall ensure the compatibility of digital content with the hardware and software that the Videographer is aware of or might be aware of.]

#### 4. Orders

- 4.1 All Orders for the services of the Videographer are subject to the terms and conditions set out in the Order.
- 4.2 The Customer may cancel the Order at any time up to <<insert time period>> prior to the date of the Video Shoot by contacting the Videographer. There may be certain circumstances, including <<insert examples>> that cannot be accommodated if requested <<insert time period>> prior to the date of the Video Shoot. In such circumstances, if the Customer reschedules the Video Shoot, a new Order shall be issued, which shall be payable. Refer to Clause 11 for further details. The Videographer shall guarantee his/her availability for the rescheduled Video Shoot. [Where appropriate, the Videographer shall make in writing.]
- 4.3 If the Customer changes the date of the Video Shoot, the Videographer will inform the Customer of any change to the date of the Video Shoot.

#### 5. Price and Payment

- 5.1 The Price of the Video Shoot Package that the Customer has ordered, taking into account any discounts, shall be the Price set out in the Order. The Price has been calculated based upon the Package that the Customer has ordered, taking into account the price set out in Schedule 1, and any discounts applied to the Customer at the time of the Order.
- 5.2 The Videographer's prices may change at any time, but such changes will not affect the Price of the Order.
- 5.3 All Prices include VAT. The Videographer will adjust the rate of VAT between the date of the Order and the date of the Video Shoot. VAT will not affect any sums where the rate of VAT changes between the date of the Order and the date of the Video Shoot. The Videographer will adjust the rate of VAT between the date of the Order and the date of the Video Shoot.
- 5.4 The Videographer may charge additional expenses in addition to the Price, including travel, such as accommodation. No such sums will be charged without the prior express agreement of the Customer.
- 5.5 [On the date of signing this Agreement, the Customer will pay a Deposit to the Videographer equal to <<insert percentage>> % of the Price. [No later than <<insert period>> after signing this Agreement, the Customer will pay a Deposit to the Videographer equal to <<insert percentage>> % of the Price.]
- 5.6 In certain circumstances, if the Agreement (this Agreement) is cancelled, the Customer may be entitled to a refund. Refer to Clause 11 for further details.
- 5.7 The balance of the Price (the balance of the Price, including any additional expenses agreed under sub-Clause 5.4)] shall be payable <<insert point at which full balance is payable>>. [Where appropriate, the balance of the Price shall be payable before the date of the Video Shoot.]

- Video Shoot, any additional charges incurred under sub-Clause 5.4 will be invoiced separately [Video Shoot.]
- 5.8 The Videographer and the Customer shall agree on the following methods of payment:
- 5.8.1 <<insert payment method>>
- 5.8.2 <<insert payment method>>
- 5.8.3 <<insert payment method>>
- 5.8.4 <<add more payment methods if required>>.
- 5.9 [Credit and/or debit card payment shall be charged at the point at which a card will be used.]
- 5.10 If the Customer fails to pay the amount due to the Videographer by the due date [as shown in/on <<insert invoice number>> invoice etc.>>], the Videographer may charge the Customer an overdue sum at the rate of <<insert percentage>> per month above the base lending rate of <<insert bank name>>. Interest will accrue on a daily basis from the due date for payment to the actual date of payment of the overdue sum, whether before or after the due date. The Customer must pay any interest due when paying any overdue sum.
- 5.11 The provisions of sub-Clause 5.10 shall not apply if the Customer has promptly contacted the Videographer and paid the invoice in good faith. No interest will accrue while such a payment is being processed.
- 5.12 Where any refund is made by the Videographer under any of the provisions of this Agreement (including cancellation under Clause 11), the refund shall be made as soon as is reasonably possible, and in any event within 14 Days of the triggering event and shall be made by the same method as was originally used by the Customer unless the Customer requests otherwise.
6. **The Videographer's Services**
- 6.1 The Videographer shall provide the Videographer's Services with reasonable skill, care and attention to the <<insert type of service>> market and in accordance with any information provided by the Customer about him/herself and the Videographer's Services.
- 6.2 The Customer will specify the subject matter of the Video Shoot when placing the Order, and should, no later than <<insert time period>> prior to the Video Shoot, inform the Videographer of any specific events, subjects, persons, activities, camera positions or angles to be included or taken account of in any Video Shoot that the Customer places the Order. [There will be an opportunity to discuss the Customer's requirements before] **OR** [when] the Customer places the Order.]
- 6.3 Subject to the specific requirements of the Customer's chosen Package, and any other requirements, the Videographer will use his/her own artistic judgement in deciding upon factors such as camera position, lighting and videographic style, subject to any restrictions on the day of the Video Shoot.

- 6.4 Subject to the nature of the event and to the Customer's express requirements, the Videographer shall shoot as much video material as he/she deems appropriate and shall deliver the best choice when editing and completing the final Video to the Customer. The amount of material shot during the Video Shoot shall not affect the Price payable and the Customer will be determined by the Customer's chosen Package.
- 6.5 [Whilst the Videographer shall shoot the best quality of video material possible, the quality may be adversely affected by certain unavoidable factors such as weather and level of indoor and outdoor lighting (other than that provided by the lighting equipment used).]
- 6.6 [It will not be the responsibility of the Videographer to obtain any consents, permissions, licences or other authorizations necessary where:
- 6.6.1 any Video contains or may include any live musical performance or material; or
- 6.6.2 the same are necessary in order to carry out the Video Shoot.
- Accordingly, it shall be the responsibility of the Customer to obtain all such consents, permissions, licences or other authorizations.]
- 6.7 [The Customer must ensure that the Videographer has access to all relevant parts of the venue for at least <<insert number of hours>> hours before the Video Shoot].
- 6.8 The Videographer shall deliver the final Videos to the Customer, no later than <<insert time period>> of the Video Shoot, in <<insert format(s)>> [as determined by the Customer's chosen Package].

## 7. Copyright and Licence

- 7.1 The copyright in all Videos shall remain the property of the Videographer. Notwithstanding that, if not it is included in the Videos by the Customer, the Copyright shall be the property of the Videographer. Subject to any written agreement to the contrary (and the payment of an additional fee), the Videographer shall retain the copyright in the Videos or other material shot and made available in accordance with this Clause 7.
- 7.2 The Licence shall commence on the date of the delivery of the Videos to the Customer and, subject to sub-Clause 7.6, shall continue for the duration of copyright plus 70 years under the Copyright Designs and Patents Act 1988), after which the Videos shall be in the public domain and will no longer be protected by copyright.
- 7.3 The Licence grants the Customer the right to use the Videos but only for personal purposes. Any other use of any kind is prohibited without the Videographer's prior written consent.
- 7.4 The Customer may not use the Videos without the Videographer's prior written consent.
- 7.5 Unless the Customer agrees otherwise, the Videographer reserves the right to use the Videos for advertising or promotional material without any payment to the Videographer or the Customer. Any such material is only related to the event for which the Videos were shot.

7.6 The Licence granted to the Customer may be revoked if the Customer breaches the Licence.

## 8. Problems with the Videogame and The Customer Legal Rights

8.1 The Videographer shall make reasonable efforts to ensure that his/her provision of services is trouble-free. If, however, there is a problem with the Videographer's Services, please inform the Videographer as soon as possible.

8.2 The Videographer's Service Agreement states that the Videographer "agrees to remedy problems with the Videographer's Service Agreement as soon as reasonably possible and practical."

8.3 The Videographer will be responsible for remedying problems under this Clause 8 where the problem has been caused by the Videographer or where nobody is at fault. If the Videographer determines that the problem has been caused by the Customer on the Customer's part, the Videographer may charge the Customer a reasonable sum for remedial work required.

<p>8.4 As a consumer, the purchase of services provides guidance on exercising the Customer's local rights. The Videographer has a reasonable skill and performance or, if the inconvenience to the price. If the Videographer that the Videographer right to request repeat reasonable time Videographer's breach not relate to the performance has the right to a required to repeat Customer's legal right same and will bear where a price reduction where the Customer result in a full or partial delay (and in any event the Videographer agreed via the same payment. Customer requests rights relating directly remedies if the Video quality, not fit for purpose or samples shown attention).</p>	<p><b>M P L</b></p>	<p>the legal rights with respect to the the Customer's legal rights and ended that the Customer contact au or Trading Standards Office. If the Videographer's Services with has the right to request repeat within a reasonable time without her has the right to a reduction in performed in line with information them, the Customer also has the that is not possible or done within a to the Customer (or if the about the Videographer that does grapher's Services), the Customer any reason the Videographer is services in accordance with the will not charge the Customer for the each repeat performance. In cases any sum up to the full Price and, ment(s) to the Videographer, may funds will be issued without undue Days starting on the date on which is entitled to the refund) and made sed by the Customer unless the n addition to the Customer's legal Services, the Customer also has oods that are not of satisfactory or not in accordance with models e been brought to the Customer's</p>
--	-----------------------------	--

8.5 As a consumer, the Customer has certain legal rights with respect to digital content. If the Video Content is produced for the Customer under these Terms and Conditions, these rights may apply to the Customer's legal rights and guidance on exercising these rights may be ended that the Customer contact



the Customer's local digital content that is of satisfactory quality, has been made known to the Customer and it must match the description given by the Videographer. Due to the nature of digital content the Customer may have to accept that it may not be possible, to a price reduction applies and the Videographer, the Customer's refunds will be issued within 14 Calendar Days starting from the date the Customer is entitled to reject the content originally used by the Customer. If digital content is damaged and Conditions damage the Videographer's failure to provide the content also has the legal right to the form of a repair or replacement.

the Consumer or Trading Standards Office. Any digital content that is of satisfactory quality, has been made known to the Customer and it must match the description given by the Videographer. Due to the nature of digital content the Customer may have to accept that it may not be possible, to a price reduction applies and the Videographer, the Customer's refunds will be issued within 14 Calendar Days starting from the date the Customer is entitled to reject the content originally used by the Customer. If digital content is damaged and Conditions damage the Videographer's failure to provide the content also has the legal right to the form of a repair or replacement.

## 9. Videographer's Liability

- 9.1 The Videographer has no liability for insurance:
- 9.1.1 Public liability for any claim for indemnity of £<<insert sum>>;
- 9.1.2 Professional indemnity for any claim for indemnity of £<<insert sum>>.
- 9.2 The Videographer will not be liable for any foreseeable loss or damage that the Customer may suffer as a result of the breach of these Terms and Conditions or as a result of the negligence (including that of any of the Videographer's employees, agents or sub-contractors). Loss or damage is foreseeable if it is a direct result of the Videographer's breach or negligence or if it is a direct result of the negligence of the Customer and the Videographer will not be responsible for any loss or damage that the Customer may suffer as a result of the breach of these Terms and Conditions or as a result of the negligence (including that of any of the Videographer's employees, agents or sub-contractors).
- 9.3 The Videographer does not make any representation that the Videographer's Services (i.e. non-commercial) are fit for commercial, business or industrial purposes. By making the Order, the Customer agrees that the Videographer will not be using the Services or the Videos in such a context. The Videographer will not be responsible for any loss of profit, loss of business, interruption of business, interruption of business opportunity.
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit the Videographer's liability for personal injury caused by his/her negligence (including that of any of the Videographer's employees, agents or sub-contractors); or for any loss of profit, loss of business, interruption of business, interruption of business opportunity.
- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit the Videographer's liability for personal injury caused by his/her negligence (including that of any of the Videographer's employees, agents or sub-contractors); or for any loss of profit, loss of business, interruption of business, interruption of business opportunity.

S

# A

- M

P

- 

- # F

- ## 11. Rescheduling and Cance

- 11.1 The Customer may terminate this Agreement at any time. Any and all fees shall be reasonably possible. Videographer's acceptance of sub-Clauses 11.2

- the Video Shoot for any reason at  
paid to the Customer as soon as is  
within 14 Calendar Days of the  
r's cancellation notice. Subject to  
shall apply to cancellation or

- © Simply-docs – BS.SERV.16 – Videographer's

- 10

S

A

M

P

L

E

rescheduling:

11.1.1 If the Customer cancels the Contract (and the Contract) more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain the Customer's Deposit, and such sums shall count towards the Video Shoot;

11.1.2 If the Customer cancels the Contract (and the Contract) more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain the Customer's Deposit, and such sums shall count towards the Video Shoot;

11.1.3 If the Customer cancels the Contract (and the Contract) less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain the Customer's Deposit, and such sums shall count towards the Video Shoot;

11.1.4 If the Customer cancels the Contract (and the Contract) less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain the Customer's Deposit, and such sums shall count towards the Video Shoot;

11.1.5 If the Customer cancels the Contract (and the Contract) less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain the Customer's Deposit, and such sums shall count towards the Video Shoot;

11.2 If any of the following events occur, the Customer may cancel the Contract immediately by giving written notice. If the Customer has made any payment (including but not limited to the Deposit) that/those shall be returned to the Customer as soon as is reasonably possible, but not later than 14 Calendar Days of the Videographer's cancellation:

11.2.1 The Videographer has failed to perform the Video Shoot in any material way and has failed to remedy such breach within <<insert time period>> of the Contract where it is reasonably possible to remedy such breach will trigger the right to cancel immediately;

11.2.2 An encumbrance is placed on any of the property or assets of the Videographer [or, where the Videographer is a company, a charge is placed on any of the property or assets of the company];

11.2.3 The Videographer enters into a voluntary arrangement with his/her creditors [or, where the Videographer is a company, becomes subject to an administration order under the meaning of the Insolvency Act 1986)];

11.2.4 The Videographer is ordered to cease, to carry on business, or to go into liquidation (except for the purposes of reconstruction in such a way that the Videographer is to be bound by or assume the obligations of the Videographer by the Contract)];

11.2.5 The Videographer is ordered to cease, to carry on business, or to go into liquidation (except for the purposes of reconstruction in such a way that the Videographer is to be bound by or assume the obligations of the Videographer by the Contract)];

11.2.6 The Videographer is ordered to cease, to carry on business, or to go into liquidation (except for the purposes of reconstruction in such a way that the Videographer is to be bound by or assume the obligations of the Videographer by the Contract)];

S

# A

## M

P

## L

# E

- |        |  |   |
|--------|--|---|
|        | 11.2.7 The Videographer may cancel the Contract at any time up to <<insert time period>> prior to the date of the Video Shoot. If the Customer has made any payment (including but not limited to the Deposit) that/those monies shall be refunded to the Customer.  | Terms and Conditions to the Contract shall be deemed to have been accepted by the Customer. |
| 11.3   | The Videographer may cancel the Contract at any time up to <<insert time period>> prior to the date of the Video Shoot. If the Customer has made any payment (including but not limited to the Deposit) that/those monies shall be refunded to the Customer.   |   |
| 11.4   | If any of the following events occur, the Videographer may cancel the Contract immediately by giving the Customer written notice:  |   |
| 11.4.1 | The Customer fails to make payment on time as required under Clause 5 (the Customer's obligation to pay the Videographer's fee and interest on overdraft charges).   |   |
| 11.4.2 | The Customer breaches the Contract in any material way and has failed to rectify the breach within <<insert time period>> of the date of the breach, or the Customer fails to do so in writing; or   |   |
| 11.4.3 | The Videographer is unable to provide the Videographer's Services due to an event of force majeure (for a period longer than that specified in sub-Clause 11.4.2).   |   |
| 11.5   | If cancellation under sub-Clause 11.4.2 occurs more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will refund all sums paid to the Customer Deposit. If such cancellation occurs <<insert time period>> prior to the date of the Video Shoot, the Videographer will refund all sums paid [and any outstanding balance of the Pre-Deposit] and payable within <<insert time period>>. If the Videographer cancels the Contract at any time under sub-Clause 11.4.3 (or 11.4.2) the Customer Deposit will be refunded. Any and all sums paid to the Videographer shall be refunded as soon as is reasonably practicable. This sub-Clause 11.5 will be made as a condition of the Contract and shall be deemed to be an event within 14 Calendar Days of the date of the breach. |   |
| 11.6   | For the purposes of sub-Clause 11.4.2 a breach of the Contract shall be considered 'material' if it is not minimal or trivial in its consequences. The decision as to whether a breach is material or trivial shall be made by the Videographer in its sole discretion. In deciding whether or not a breach is material or trivial, no regard will be had to whether it was caused by any act or omission of the Customer or misunderstanding.   |   |
| 12.    | <b>Communication and Contact</b>   |   |
| 12.1   | If the Customer wishes to contact the Videographer with questions or complaints, the Customer shall contact the Videographer by phone at <<insert number>> or by email at <<insert email address>>.  |   |
| 12.2   | In certain circumstances, the Customer may wish to contact the Videographer in writing (when cancelling the Contract, or exercising the Customer's right to cancel the Contract, or when the Customer is exercising the Videographer's right to cancel the Contract). In such circumstances, the Customer may use the following contact details:   |   |
| 12.2.1 | Contact the Videographer by email at <<insert email address>>; or  |   |
| 12.2.2 | Contact the Videographer by post at <<insert address>>.  |   |

### 13. Complaints and Feedback

- 13.1 The Videographer will endeavour to ensure that the Customer's experience with the Videographer is a positive one, the Videographer never seeks feedback from the Customer if the Customer has any cause for concern.
- 13.2 All complaints are handled in accordance with the Videographer's complaints handling policy and procedure, available at <<insert location>> and <<insert location>> respectively.
- 13.3 If the Customer wishes to provide feedback to the Videographer about any aspect of the Customer's dealing with the Videographer, the Customer should contact the Videographer in one of the following ways:
- 13.3.1 [In writing, at <<insert address>>];
- 13.3.2 [By email, at <<insert email address>>];
- 13.3.3 [Using the Videographer's feedback form, following the instructions included with the form];
- 13.3.4 [By contacting the Videographer on <<insert telephone number>> (a <<insert number>> when prompted.)]

### 14. How The Videographer Protects Personal Information (Data Protection)

- 14.1 All personal data that the Videographer collects, processes, stores, and holds in accordance with the applicable law from time to time in accordance with the applicable privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018 (and regulations made under it) and the Privacy and Electronic Communications Regulations 2003 (as amended) ("the Data Protection Legislation") and the applicable law in the relevant jurisdiction.
- 14.2 For complete details of the Videographer's collection, processing, storage, and retention of personal data, the purpose(s) for which the personal data is used, the legal bases for using it, details of the Customer's rights, and personal data sharing, please refer to the Videographer's Privacy Notice attached in Schedule 2].

### 15. Other Important Terms

- 15.1 The Customer may be required to accept the Customer's obligations and rights under these Terms and Conditions, as applicable) without the Videographer's prior written permission.
- 15.2 The Contract is binding on the Customer and the Videographer. It is not intended to benefit any third party in any way and no such person or party will be bound by any provision of these Terms and Conditions.
- 15.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority,

S

that / those provisions of these Terms and Conditions shall be valid and enforceable.

covered from the remainder of these Terms and Conditions shall be

- 15.4 No failure or delay under these Terms that right, and no waiver of these Terms and subsequent breach

in exercising any of his/her rights that the Videographer has waived in the event of a breach of any provision of these Terms and Conditions the Videographer will waive any provision.

A

16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions shall govern the relationship between the Customer and Us and construed in accordance with the law of [England & Wales] [Scotland].

and the relationship between the Customer and Us (contractual or otherwise) shall be governed by, the law of [England & Wales] [Northern Ireland].

- 16.2 As a consumer, the Customer is entitled to the protection of the law in the Customer's country of residence. Nothing in the provisions above takes away or limits those provisions.

from any mandatory provisions of the law of the Customer's country of residence. Nothing in sub-Clause 16.1 limits the Customer's rights as a consumer to rely on those provisions.

- 16.3 Any dispute, controversy or claim relating to these Terms and Conditions or the relationship between the Customer and Us shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as the case may be.

claim between the Customer and Us arising out of or in connection with the Contract, or the relationship between the Customer and Us (contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as the Customer's residency.

M

P

L

E

S

<<attach t here>>

<<attach deta vices here>>

<<att ere>>

<<inse ice>>]

A

M

P

L

E