

VIDEOGRAPHER'S TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are for the provision of videography services to consumers by <<insert name>> [,<<insert trading name if different from name>>], a [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [number>>] [,<<insert registration number>>] [,<<insert registered address>>] whose trading address is <<insert address>>.

for the provision of videography services to consumers by <<insert name>> [,<<insert trading name if different from name>>], trading as <<insert trading name if different from name>> [e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>>] [number>>] [,<<insert registration number>>] [,<<insert registered address>>] and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the context otherwise requires, the following expressions shall have the meanings:

“Business Day”

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

“Calendar Day”

any day of the year;

“Contract”

the contract for the provision of the Services, as explained in Clause 3;

“Deposit”

any payment made to the Videographer in accordance with sub-Clause 5.6;

“Licence”

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

“Month”

any month;

“Order”

the order for the Videographer's Services [a copy of which is attached] OR [as shown on the website];

“Order Confirmation”

the confirmation of the Videographer's acceptance and the Order as described in Clause 3;

“Package”

the package of the Videographer's Services including the types, pricing <<insert additional details>> of Videos to be supplied and provided, all details of the package are set out in the Order Confirmation [in the Order Confirmation document>>];

“Price”

the price payable for the Videographer's Services, including any additional costs incurred (including VAT and any other taxes) (5) being the price set out in the Order Confirmation document>>;

“Special Price”

...r price payable for the
...ces which may be offered from

“Video”

...d videographic item to be
...ding any soundtrack forming part
...n any physical medium/media or
...the Videographer sends or makes
...ne internet or other electronic

“Videographer’s Service

...provided by the Videographer
...t the Video Shoot, and the
...nd completion of Videos as
...name of document>>;

“Video Shoot”

...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

1.2 Each reference in
expression includes
message,] or other

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

2. Information About The Vi

2.1 <<insert name of
different from nam
Partnership, LLP,
under number <<in
<<insert registered
address>>.

...ing as <<insert trading name if
business type, e.g. Sole Trader,
ny etc.>> [registered in England
>>] [,whose registered address is
main trading address is <<insert

2.2 [The Videographer’s

...t VAT number>>.]

2.3 [The Videographer

...name(s) of regulator(s)>>.]

2.4 [The Videographer

...name(s) of association(s) etc.>>.]

2.5 [<<Insert further info

3. The Contract

3.1 These Terms and
Videographer’s Ser
and the Videograph
Videographer’s Ser
terms set out in th
please ensure that y

...he sale and provision of the
basis of the Contract between you
the Videographer will provide the
for them in accordance with the
ons. Before submitting an Order,
ms and Conditions carefully.

3.2 Nothing provided by
marketing literature

...ding, but not limited to, sales and
material constitutes a contractual

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offer capable of acceptance by the Videographer may, accept.

3.3 A legally binding contract will be created upon the Videographer's Order Confirmation writing.

the Videographer will be created upon your Order, indicated by the Order Confirmation will be provided in writing.

3.4 The following information of the Contract such information is:

the Videographer will be created upon your Order, indicated by the Order Confirmation will be provided in writing.

3.4.1 The main characteristics of the Videographer's Services;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.2 The Videographer's contact details (as stated in Clause 2) and contact information;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.3 The total Price of the Services including taxes or, if the nature of the Services are such that the Price cannot be calculated, the method in which it will be calculated;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.4 The arrangement for performance and the time by which (or within which) the Videographer undertakes to perform the Services;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.5 The Videographer's privacy policy;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.6 Where applicable, sales services and commercial guarantees;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.7 The duration of the Contract, if indeterminate, the conditions for termination;

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.8 [Where applicable, protection measures for digital content;]

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

3.4.9 [Where applicable, compatibility of digital content with hardware and software reasonably known to the Videographer is aware of or might be aware of.]

made available to you prior to the creation of the Videographer, save for where the context of the transaction:

4. Orders

4.1 All Orders for the Services made by you will be subject to these Terms and Conditions.

made by you will be subject to these Terms and Conditions.

4.2 When placing an Order, you must provide the following details:

made by you will be subject to these Terms and Conditions.

4.2.1 <<Insert details of the Shoot>>;

made by you will be subject to these Terms and Conditions.

4.2.2 <<Insert details of the Shoot>>;

made by you will be subject to these Terms and Conditions.

4.2.3 <<Insert details of the Shoot>>;

made by you will be subject to these Terms and Conditions.

4.2.4 <<Insert further details of the Shoot>>;

made by you will be subject to these Terms and Conditions.

4.3 You may change your Order up to <<insert time period>> prior to the date of the Video Shoot. Please note that there may be certain circumstances where the Order cannot be accommodated if rescheduled. If you reschedule the Video Shoot, a new Deposit will be required to make up for the opportunity to make

made by you will be subject to these Terms and Conditions.

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for further details.
request for a reschedule
another customer or
need to be made in

not be able to accommodate a
booking has already been made by
Requests to change Orders do not

- 4.4 If your Order is changed
the Price in writing.

will inform you of any change to

5. Price and Payment

- 5.1 The Price of the Video
Package that you
list>> in place at the

will be calculated based upon the
the <<insert document, e.g. price

- 5.2 The Videographer
different to that shown
price list>>, the Special
Special Price is part
advertisement. Order
Special Price even
the period has expired

, quote a Special Price which is
is current <<insert document, e.g.
> for <<insert period>> or, if the
offer, for the period shown in the
period will be accepted at the
is not accept the Order until after

- 5.3 The Videographer's
affect Orders that have

any time but these changes will not
be affected.

- 5.4 All Prices include VAT
Order and the date
VAT that you must
have already made

changes between the date of your
Videographer will adjust the rate of
will not affect any Prices where you

- 5.5 The Videographer
including travel, such
incurred or charged

expenses in addition to the Price,
provision. No such sums will be
by agreement.

- 5.6 No later than <<insert
to pay a Deposit equal
for the payment of your

g your Order, you will be required
>>% of the Price. The due date
is given in the Order Confirmation.

- 5.7 In certain circumstances
refund. Please refer

cancelled, you may be entitled to a
refund details.

- 5.8 The balance of the
sub-Clause 5.5)] will be
payable>>. [Where
Video Shoot, any additional
invoiced separately

additional expenses agreed under
at point at which full balance is
is payable before the date of the
agreed under sub-Clause 5.5 will be
to Shoot.]

- 5.9 The Videographer

methods of payment:

- 5.9.1 <<insert payment

- 5.9.2 <<insert payment

- 5.9.3 <<insert payment

- 5.9.4 <<add more

required>>.

- 5.10 [Credit and/or debit
charged>>.]

<<insert point at which a card will be

- 5.11 If you do not make
in/on <<insert document

videographer by the due date [as shown
Order Confirmation etc.>>], the

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Videographer may
<<insert percentage
rate of <<insert ban
basis from the due
overdue sum, whet
due when paying an

the overdue sum at the rate of
er annum above the base lending
ime. Interest will accrue on a daily
the actual date of payment of the
ment. You must pay any interest

5.12 The provisions of
contacted the Video
accrue while such a

not apply if you have promptly
voice in good faith. No interest will

5.13 Where any refund
and Conditions (if
cancellation under
reasonably possible
triggering event and
you unless you requ

of the provisions of these Terms
ed to refunds in the event of
nds will be made as soon as is
within 14 Calendar Days of the
payment method originally used by
d.

6. The Videographer's Services

6.1 As required by law,
with reasonable ski
the <<insert type of
any information pr
Videographer's Ser

provide the Videographer's Services
with best practices and standards in
> market, and in accordance with
apher about him/herself and the

6.2 You will choose yo
Shoot when placin
period>> prior to th
specific events, s
positions or angles.
Video Shoot that y
your requirements [

y the subject matter of the Video
uld, no later than <<insert time
ot, inform the Videographer of any
cts, persons, activities, camera
cluded or taken account of in any
will be an opportunity to discuss
lace your Order.].

6.3 Subject to the sp
requirements you s
endeavours to acco
judgement when s
camera positions, s
any restrictions imp

osen Package, and any other
rapher will use his/her reasonable
pher shall use his/her own artistic
deciding upon factors such as
and videographic style, subject to
y of the Video Shoot.

6.4 Subject to the natu
the Videographer
appropriate with a
completing the final
during the Video S
final Videos deliver

nd to your express requirements,
deo material as he/she deems
best choice when editing and
you. The amount of material shot
rice payable and the Price of the
ed by your chosen Package.

6.5 [Whilst the Videogr
possible, the qual
unavoidable factors
lighting (other than

the best quality of video material
e adversely affected by certain
and level of indoor and outdoor
ighting equipment used).]

6.6 [It will not be the r
permissions, licence

videographer to obtain any consents,
authorizations necessary where:

6.6.1 any Video o
performance

l or may include any live musical
material; or

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6.6.2 the same as the Video Shoot. in order to carry out the Video

Accordingly, it shall be your responsibility to obtain all such consents, permissions, licences and other authorizations.]

6.7 [You must ensure that you have access to all relevant parts of the venue for the Video Shoot for a number of hours>> hours before the Video Shoot is due to start.]

6.8 The Videographer shall deliver the final edited Videos to you, no later than <<insert time period>> of the Video Shoot, in <<insert format(s)>> [as detailed in the Video Package].

7. Copyright and Licence

7.1 The copyright in all the Videos created by the Videographer shall remain the property of the Videographer. Subject to any written agreement to the contrary (and the payment of an additional fee), you shall not be entitled to copy, reproduce, distribute, or otherwise use the Videos or other material created by the Videographer in connection with this Clause 7.

7.2 The Licence shall be granted to you, and, subject to the payment of the fee of copyright protection, shall continue for the duration of the life of the Videographer plus 70 years under Section 17 of the Copyright, Designs and Patents Act 1988), after which the Videos will no longer be protected by copyright.

7.3 The Licence grants you the right to use the Videos but only for personal purposes. Commercial use is prohibited without the Videographer's prior written consent.

7.4 You may not sub-license the Videos without the Videographer's prior written consent.

7.5 Unless you expressly agree in writing, the Videographer reserves the right to use the Videos in any promotional material without any obligation to you, provided that such use is only related to the Videographer or his/her services.

7.6 The Licence granted to you may be revoked if you breach any of its terms.

8. Problems with the Videographer's Services and Your Legal Rights

8.1 The Videographer shall make reasonable efforts to ensure that his/her provision of the 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 shall make reasonable efforts to remedy problems with the Services as soon as it is reasonably possible and practical.

8.3 The Videographer shall not be liable for any problems remedying problems under this Clause 8 where the problem was caused by the Videographer or where nobody is at fault. If the Videographer determines that the problem has been caused by you or your part, the Videographer may

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- charge you a reasonable amount for the work required.
- 8.4 As a consumer, you have the right to request repeat performance of the services. For full details on exercising them, it is recommended that you seek advice from your local Citizens Advice Bureau or Trading Standards Office. If the Videographer does not perform the services to your full satisfaction, you have the right to request repeat performance of the services. If it is not possible or done within a reasonable time with your agreement, you have the right to a price reduction. If the Videographer does not perform the services in line with the information that they have provided about them, you also have the right to request repeat performance of the services that is not possible or done within a reasonable time with your agreement (or if the Videographer's breach concerns information that does not relate to the performance of the services), you have the right to a reduction in price. If for any reason the Videographer is required to repeat the services, you have the right to request repeat performance with your legal rights, the Videographer will not be liable for any costs and will bear any and all costs of repeat performance. Where a price reduction applies, this may be any sum of money and where you have already made a payment(s) to the Videographer, this will be a full or partial refund. Any such refund will be issued within 14 Calendar Days starting from the date on which the Videographer agrees that you are entitled to a refund via the same payment method originally used by you or an alternative method. In addition to the Videographer's Services, you also have the right to request repeat performance of goods that are not of satisfactory quality, not fit for purpose or not in accordance with models or samples shown (where any such goods have been brought to your attention).
- 8.5 As a consumer you have the right to request repeat performance of the Videos (and any other digital content) supplied to you under these Terms and Conditions is supplied to you. For full details of your legal rights on exercising them, it is recommended that you seek advice from your local Citizens Advice Bureau or Trading Standards Office. If the Videographer supplies to you digital content which is not fit for purpose (where any such digital content you are unable to reject for the reasons set out in the above; however you may have the right to a repair or replacement if these are not possible, to a price reduction if a price reduction applies and you have already made a payment to the Videographer, you may be due a full or partial refund without undue delay (and in any event within 14 Calendar Days of the date on which the Videographer agrees that you are entitled to a refund) and made via the same payment method originally used by you or an alternative method. If the Videographer under these Terms and Conditions damages or destroys digital content provided to you as a result of the Videographer's failure to perform the services, you also have the legal right to request repeat performance of the services which may take the form of a repair or replacement, or financial compensation for the loss of the digital content (where any such digital content has been brought to your attention).

9. Videographer's Liability

- 9.1 The Videographer has a minimum liability insurance:
9.1.1 Public liability insurance with a limit of indemnity of £<<insert sum>>;
9.1.2 Professional liability insurance with a limit of indemnity of £<<insert sum>>.
- 9.2 The Videographer will not be liable for any loss or damage that you may suffer as a result of his/her breach or negligence or if it is an obvious consequence of the Videographer's Services when the Contract is created. The Videographer will not be liable for any loss or damage that is not foreseeable.
- 9.3 The Videographer makes no warranty or representation that the Videographer's Services are fit for commercial, business or industrial use. By making your Order, you agree that you do not have such a context. The Videographer will not be liable to you for any loss or damage, including loss of business or for any injury or property damage.
- 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 the negligence of his/her employees, agents or sub-contractors); or for property damage.
- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit the Videographer's liability for the Videographer's Services with reasonable care and attention. The Videographer will not be liable for the Videographer's Services with information provided by the Videographer about himself/herself, nor for the Videographer's Services with information that is of satisfactory quality, fit for purpose or for any other reason.
- 9.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. If you wish to exercise Your legal rights, please refer to Your local Citizens Advice Bureau or the Trading Standards Office.

10. Events Outside of the Videographer's Control (Force Majeure)

- 10.1 The Videographer will not be liable for any failure or delay in performing his/her obligations if the failure or delay results from any cause that is beyond his/her reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by the Videographer or his/her employees, other civil unrest, fire, explosion, acts of terrorism (threatened or actual), acts of war (threatened or actual), epidemic or pandemic (threatened or actual), or any other event that is beyond the Videographer's control.
- 10.2 If any event described in 10.1 occurs that is likely to adversely affect the Videographer's performance of his/her obligations under these Terms and Conditions, the Videographer will notify you as soon as possible.

- 10.2.1 The Videographer shall provide the Services as soon as is reasonably possible;
- 10.2.2 The Videographer shall not be suspended or these Terms and Conditions will be extended at the discretion of the Videographer (that he/she is bound by will be extended at the discretion of the Videographer; extension is reasonably possible);
- 10.2.3 The Videographer shall provide the Services when the event outside of his/her reasonable control occurs and you wish to provide any new dates, times or availability as soon as is reasonably possible;
- 10.2.4 If an event is cancelled or postponed by the Videographer's reasonable control occurs and you wish to reschedule, you may do so in accordance with the terms of Clause 11.2.6;
- 10.2.5 If the event is cancelled or postponed for more than <<insert time period>> or is likely to prevent the Videographer's Services on the date of the Video Shoot, the Videographer shall be cancelled in accordance with the terms of sub-Clause 11.4.3, and you will be informed of the cancellation as soon as is reasonably possible, and in any event within 14 Calendar Days of the Videographer's cancellation.

11. Rescheduling and Cancellation

- 11.1 You may cancel or reschedule the Video Shoot for any reason at any time. Any and all refunds shall be made to you as soon as is reasonably possible, and in any event within 14 Calendar Days of the Videographer's acceptance of your cancellation or rescheduling. In the event of causes 11.2 to 11.5, the following shall apply to cancellations or rescheduling:
 - 11.1.1 If you cancel the Contract more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will refund all sums paid, including your Deposit;
 - 11.1.2 If you reschedule the Contract more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain all sums paid, including your Deposit, and such sums shall count towards the balance of the Contract;
 - 11.1.3 If you cancel the Contract less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain your Deposit but will refund any sums paid, including your Deposit;
 - 11.1.4 If you cancel the Contract less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain all sums paid, including your Deposit, and any outstanding sums due and payable within <<insert time period>> prior to the date of the Video Shoot;
 - 11.1.5 If you reschedule the Contract less than <<insert time period>> prior to the date of the Video Shoot, the Videographer will retain your original Deposit, and any outstanding sums due and payable for the rescheduled Video Shoot shall count towards the balance of the Contract.
- 11.2 If any of the following causes occur, you may cancel the Contract immediately by giving the Videographer written notice. If you have made any payment to the

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Videographer (including the Deposit) that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

11.2.1 The Videographer has breached the Contract in any material way and has failed to remedy the breach within <<insert time period>> of you asking him/her to do so. If the Videographer fails to remedy the breach as reasonably possible to remedy the breach, the breach will trigger the right to cancel immediately.

11.2.2 An encumbrance has been placed on any of the property or assets of the Videographer.

11.2.3 The Videographer has entered 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 has been subject to a winding up order made against him/her [or, where the Videographer is a company, goes into liquidation (except for the purposes of the Contract)] or the Videographer has been subject to a construction 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 has ceased, to carry on business;

11.2.6 The Videographer has failed to provide the Videographer's Services due to an event of Force Majeure (as defined in Clause 10.2.4); or

11.2.7 The Videographer has failed to provide the Videographer's Services due to a material default by the Videographer.

11.3 The Videographer may cancel the Contract at any time up to <<insert time period>> of the Video Shoot. If you have made any payment (including but not limited to the Deposit) that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

11.4 If any of the following events occurs, the Videographer may cancel the Contract immediately by giving you written notice:

11.4.1 You fail to remedy the breach as required under Clause 5 (this includes the right to charge interest on overdue sums under Clause 5.2);

11.4.2 You have breached the Contract in any material way and have failed to remedy the breach within <<insert time period>> of the Videographer asking you to do so.

11.4.3 The Videographer has failed to provide the Videographer's Services due to an event of Force Majeure (as defined in sub-Clause 10.2.4); or

11.5 If cancellation under 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 by you (including but not limited to your 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 sums payable within <<insert time period>>]. If the Videographer cancels the Contract at any time under sub-Clause 11.4.3 (or Clause 11.2), the sum(s) of the Deposit (including your Deposit) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

the Deposit) that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

Contract in any material way and has failed to remedy the breach within <<insert time period>> of you asking him/her to do so. If the Videographer fails to remedy the breach as reasonably possible to remedy the breach, the breach will trigger the right to cancel immediately.

[or, where the Videographer is a company, becomes subject to an administration order under the meaning of the Insolvency Act 1986)];

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)];

order made against him/her [or, where the Videographer is a company, goes into liquidation (except for the purposes of the Contract)] or the Videographer has been subject to a construction in such a way that the Videographer is to be bound by or assume the obligations of the Videographer by the Contract)];

ns to cease, to carry on business;

vide the Videographer's Services due to an event of Force Majeure (as defined in sub-Clause 10.2.4); or

Terms and Conditions to your order.

oot for any reason at any time up to <<insert time period>> of the Video Shoot. If you have made any payment (including but not limited to the Deposit) that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

rapher may cancel the Contract immediately by giving you written notice:

as required under Clause 5 (this includes the right to charge interest on overdue sums under Clause 5.2);

ny material way and have failed to remedy the breach within <<insert time period>> of the Videographer asking you to do so.

vide the Videographer's Services due to an event of Force Majeure (as defined in sub-Clause 10.2.4); or

11.4.2 occurs more than <<insert time period>> prior to the date of the Video Shoot, the Videographer will refund all sums paid by you (including but not limited to your 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 sums payable within <<insert time period>>]. If the Videographer cancels the Contract at any time under sub-Clause 11.4.3 (or Clause 11.2), the sum(s) of the Deposit (including your Deposit) will be refunded to you as soon as possible, and in any event, within 14 Calendar Days of the date of your cancellation:

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refunded. Any and as soon as is reasonable the Videographer's

sub-Clause 11.5 will be made as event within 14 Calendar Days of

- 11.6 For the purposes of 11.4.2) a breach of or trivial in its content Clause 11.2.1 and whether or not a breach caused by any accident

particular, sub-Clauses 11.2.1 and considered 'material' if it is not minimal originating party (i.e. you under sub-Clause 11.4.2). In deciding it will be had to whether it was a misunderstanding.

12. Communication and Complaints

- 12.1 If you wish to contact us do so by telephone on <insert telephone number> or by email at <insert email address>.

questions or complaints, you may > or by email at <insert email address>.

- 12.2 In certain circumstances the Videographer in writing (when cancelling an Order Contract). When exercising your right to cancel the Contract, you may use the following methods:

the Videographer in writing (when exercising your right to cancel the Contract). When exercising your right to cancel the Contract, you may use the following methods:

- 12.2.1 Contact the Videographer at <insert email address>; or
12.2.2 Contact the Videographer at <insert address>.

<insert email address>; or
<insert address>.

13. Complaints and Feedback

- 13.1 The Videographer values his/her customers and, whilst the Videographer always endeavours to ensure that your experience as his/her customer is a positive one, the Videographer nevertheless wants to know if you have any cause for complaint.

his/her customers and, whilst the Videographer always endeavours to ensure that your experience as his/her customer is a positive one, the Videographer nevertheless wants to know if you have any cause for complaint.

- 13.2 All complaints are handled in accordance with the Videographer's complaints handling policy and procedure at <insert location> and <insert location> respectively.

with the Videographer's complaints handling policy and procedure at <insert location> and <insert location> respectively.

- 13.3 If you wish to contact us about any aspect of your dealings with him/her, please contact us in one of the following ways:

about any aspect of your dealings with him/her, please contact us 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 complaints form, following the instructions included with the form];
13.3.4 [By contacting the Videographer on <insert telephone number>] [at <insert location>].]

<insert address>];
<insert email address>];
its form, following the instructions included with the form];
telephone on <insert telephone number>] [at <insert location>].]

14. How The Videographer Uses Your Information (Data Protection)

- 14.1 All personal data that you provide to us will be collected, processed, stored and held in accordance with all applicable legislation in force from time to time and applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act

Information (Data Protection) 2018. All personal data that you provide to us will be collected, processed, stored and held in accordance with all applicable legislation in force from time to time and applicable to data protection and privacy including, but not limited to, the UK GDPR; the Data Protection Act 2018.

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2018 (and regulations made under the Communications Regulation (Broadcasting) Act 2001 and the Privacy and Electronic Communications Regulations 2003) and your country's Data Protection Legislation") and your country's Data Protection Legislation.

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- 14.2 For complete details of the collection, processing, storage, and retention of personal data, please refer to the relevant privacy policy or notice, limited to, the purpose(s) for which the personal data is used, the legal bases for using it, details of your rights and how to exercise them (where applicable), please refer to the relevant privacy policy or notice, please refer to the relevant privacy policy or notice [available from the relevant location] [Schedule <<insert number>>].

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15. **Other Important Terms**

- 15.1 You may not transfer or assign your rights and obligations under these Terms and Conditions (as applicable) without the prior written consent of the Videographer's express or implied authority.
- 15.2 The Contract is for the benefit of the Videographer. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce 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, that / those provisions shall be severed from the remainder of these Terms and Conditions and shall remain valid and enforceable.
- 15.4 No failure or delay in exercising any of his/her rights under these Terms and Conditions shall constitute a waiver of that right, and no waiver of a breach of any provision of these Terms and Conditions shall constitute a waiver of any subsequent breach of any provision of these Terms and Conditions.

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16. **Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Scotland].
- 16.2 As a consumer, you acknowledge that the application of the mandatory provisions of the law in your country of residence does not reduce or restrict your rights under the mandatory provisions of the law in your country of residence.
- 16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or the courts of Northern Ireland, as determined by your residency.

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