

Terms and Conditions

The following legalities and agreement contract effective is by and between JNCC Films and the responsible party (specified in the online booking form page) for professional videography and digital editing services acquired for the specified wedding event.

1.1 Agreement This agreement is between JNCC Films and the “Responsible Party” (Client) as designated on the details sheet. JNCC Films agrees to provide videography services at the places, dates, and times specified in the “Wedding Day Details” of this document. If for any reason that obligation cannot be met, JNCC Films will endeavor to rectify the problem or in extreme circumstances, organise a suitable substitute. The \$200.00 non-refundable deposit secures the dates and times for videography services. Although the deposit is not refundable, if the wedding is canceled, it will remain as a 2-year studio credit toward a wedding video. By signing below, both parties agree to the terms and conditions contained in this document. Payment must be made in full before the specified wedding date unless otherwise specified by JNCC Films in writing. Failure to pay outstanding balances may result in the inability to provide services and/or legal action.

1.2 Wedding Videography The Videographer will do their best to capture the day in a manner that is pleasing to the clients and adheres to our professional standard. JNCC Films is not responsible for capturing video shots that are not requested. The Videographers will, by default, seek to capture traditional and candid video shots (as well as time and circumstances allow). It is assumed that the videographer will not be hindered by 3rd parties including venue restrictions and obstructions. If the Responsible Party has certain angles, shots, or montages they wish captured, then they are required to inform the Videographer of the shots prior to the wedding day. Lighting is subject to venues and JNCC Films will not be held responsible for poor lighting at receptions and/or ceremony venues. JNCC Films will however use onboard unobtrusive lighting when allowed and deemed necessary.

1.3 Video Rights and Format JNCC Films maintains the right to use the video captured under this contract for advertising and portfolio use. This includes all commercial rights and use of the video including, but not limited to distribution of the video on JNCC Films YouTube/Vimeo Channel and Website as a portfolio piece. The video will be given on an engraved personalised USB.

1.4 Receiving Finished Product The client will receive their online preview clip usually within three weeks of their wedding date. Final product delivery requires a further 4 to 6 weeks after. JNCC Films will do its utmost best to ensure product delivery within the stated time frames. However, in the rare occasion where a wedding project exceeds the specified time frames, JNCC Films will ensure the client is updated accordingly but will not be held responsible for potential compensation unless agreed upon. It is compulsory that sufficient time and effort be applied to the raw footage to achieve the level of professionalism JNCC Films offer. A copy of the final project will be stored on-site and usually will be available if additional copies are needed. However, we do not guarantee that your video will always be available.

1.5 Re-Edits If for any reason the client strongly requests a re-edit of any section of the finished film, it will be considered by JNCC Films only if negligence or any accidental mistakes arises where JNCC Films

is solely at fault. If this uncommon situation occurs, the re-edits will be completed free of charge. Any other re-edits will be billed at a rate of \$100/hour for the time involved.

1.6 Limited Liability The videographer's liability is limited to fulfilling this agreement or returning all deposits made by the Client. JNCC Films will take the utmost care to produce a professional and enjoyable wedding compilation. However, JNCC Films will not be held responsible for circumstances beyond their control, including but not limited to power failure, equipment malfunction, defective tape/flash card stock or clientel responsible parties' misuse of equipment. If filming is prevented due to such occurrences, all money paid will be considered and a possible refund (deposit excluded) may occur. A product, if available, will be significantly discounted. Other rare but unfortunate circumstances that may occur where JNCC Films will not be held responsible to fulfill this contract include:

- Lateness due to unforeseen traffic conditions/involvement in road accident/vehicle break down
- Theft or destruction of equipment/memory cards
- Equipment malfunction including backup equipment malfunction
- Wedding guests impairing or hindering the wedding day shoot
- JNCC Films Videography employee illness/injury

1.7 Guests Liability on Equipment Videography equipment is very expensive and will be monitored at all times of the wedding day. However, in the event of equipment damage due to children or drunken disorderly guests, repair costs will be forwarded to the responsible parties when insurance cover is not applicable.

1.8 Weather Conditions JNCC Films will not be held responsible for the quality of footage when weather conditions do not permit equipment to be utilized to its full potential i.e. rain, downpour, thunderstorms, extreme heat. However, the videographers will endeavour to maintain the quality of footage whilst making sure equipment is not damaged as a result.

1.9 Aerial/Drone shots These are used for the purpose of scene-setting only. While JNCC Films has Public Liability for drone flights, it is not feasible to fly during the day's events due to time restrictions. Drone video will be gathered before the day's events begin and it is at the sole discretion of the drone pilot to decide if it is safe to do so. Flights will only take place in good weather conditions. Low wind speed and dry weather.. Other limitations may include CASA restriction for the area and venue restrictions.

1.10 Music selection Due to music licensing rules JNCC Films will Select music suitable for the edit. If the client has any request then the client is responsible to supply the chosen music and relevant licenses before the wedding day so as not to hinder the edit schedule.

1.11 Being on Time Both the Videographer and Client are expected to be on time and ready for video shooting according to the times stated above. If the client or anyone from their party is late, the time the Videographer spends waiting will still be counted towards the time agreed upon in this contract. If the Videographer is late, the time the client spends waiting for the Videographer is NOT counted toward the time agreed to in this contract, and the Videographer is obligated to fulfill the full amount of time agreed to in this document.

1.12 Sole Videographer The client will actively work to help the videographer provide professional footage by ensuring that amateur photographers and videographers do not hinder or pose as an obstacle whilst shooting. If important shots are impaired by guests (i.e. Bridal ceremonial entry) JNCC Films will not be held responsible. Please note however that JNCC Films will endeavour to politely request that guests relocate if impairing the cameras line of view.

1.13 Ceremony / Reception Requirements Two or more cameras are used during the ceremony and reception to capture multiple angles of the same instance. During the ceremony, two camera operators May Be required to operate both cameras simultaneously. At the reception, time allows one videographer to man all cameras. The videographer shooting at the reception will require a seat and main meal.

1.14 Rebooking/Change of Date During the booking process a date will be confirmed between the client and JNCC FILMS. However, this date may be changed upto a maximum of 3 times by the client without incurring any further cost. This is dependent on JNCC FILMS availability to provide the agreed service for the new date. If the date is not available by JNCC FILMS the deposit will be lost. If the date is changed for a fourth time then an additional \$200 would be paid to cover admin charges to reconfirm a date and continue with the booking where a further 3 date changes would be allowed without cost.

Clarifications

“Highlight film” This will be a snapshot of the day approximately 90 seconds to 2-minutes, all music chosen by JNCCFilms.

“Online preview”, and online films will be hosted on JNCC Films Youtube/Vimeo/Facebook accounts. This is for the purpose of music licensing. All licenses acquired to allow for a single upload. Multiple uploads require an individual license for each upload.

Additional licenses can be purchased. Cost varies from artist to artist. This can be discussed post-production.

“Feature Edit”. This will be the final product encompassing the entire day. JNCC Films will endeavour to capture all audio from speeches to include on the final film. Examples of this can be found at www.jnccfilms.com

“Full speeches/ceremony ...etc edit” These will be filmed with two/three cameras and a separate audio source. In the edit, the 3 elements will be edited together. No colour grading or audio balancing will be applied to these clips unless arranged prior. They are to relive the day as they happen. Some camera shake may be visible as the camera is positioned to capture the best angles.

“Aerial shots where possible” Flights are restricted by weather, CASA and venue rules.