



Terms and Conditions

Bookings are accepted on these terms and conditions only. No condition may be added, omitted or altered unless we have agreed it in writing with you. Any addition, omission or alteration that we may agree does not affect any other term or condition.

When you click agree to this Terms & Conditions via our booking form, you will be deemed to have read and accepted these terms and conditions.

You specifically confirm to us that the information that you have provided in the booking form (and any other forms) is true and accurate in all respects

Definitions

In these terms and conditions "us" and "our" means "Gaffey Productions" or their authorised representative, "you" is the person or persons making the booking and who are entering into the legal obligation, the "Booking Form" is the online form created by you online and we've received online (which forms part of this Agreement), "Price" and "Deposit" means the contract price payable to us for our services and the advance deposit respectively, the "Event" is the ceremony and associated activities that you have asked us to record and which is detailed in the Booking Form. "References to "DVD", "Wedding Film" or "footage" includes any format or media on which the recording is made or delivered."

Payment

1. Once a booking has been accepted you must immediately pay the €350 deposit to fully secure the booking. Until we have received the full deposit we are under no obligation to carry out any of our filming. The Deposit is non-refundable.
2. The remaining balance must be paid one week before your Wedding by Wire Transfer. If you do not do so we will not have any liability to you. Interest will be charged on late payments at the rate of 3% per calendar month or part month on any overdue balance.
3. The price of all additional services must be paid in full before delivery.
4. A separate fee will be charged, should the client require changes to the finished product.
5. All prices include VAT unless stated otherwise.

Delivery time should not exceed 16 weeks but separate arrangements can be made in writing.

The final running time of your finished project will have no bearing on the length of the raw footage. Wedding Film running time can be anything between 90 minutes and 120/180 minutes including titles and credits, depending on the filming-package chosen.

If you cancel your booking: the deposit will be forfeited, but no further sum is payable by you. Any cancellation must be notified to us in writing; email will suffice.

Day of the Wedding

At your Wedding Day Gaffey Productions is appointed by you as the exclusive professional Videographer for the Wedding.

We will make every reasonable effort to secure a replacement cameraman if for any reason the cameraman is unable to carry out the engagement.

Although we make every reasonable effort to ensure that all the equipment we use for your Event is in sound working order, if a technical problem with the equipment should arise our liability to you is limited.

Although we will use every reasonable effort to record significant parts of the Event (including any part of the ceremony) the decision as to what is comprised in the recording is in our absolute discretion. We always film with multiple cameras and our cameras will be positioned during the events to capture the most important parts from various angles, however if they are blocked during a key moment this is beyond our control.

We can give no assurance that we will successfully record any particular aspect of the Event (even though you may have asked us to do so), and any failure by us to capture any particular aspect of the Event or failure does not give you any right to request a refund. We guarantee a Film that represents a wedding day in its entirety and not individual moments.

Reasonable efforts are taken to film family members. No responsibility is accepted for any specific individuals missing from the video for whatever reason. We will at our discretion attempt to meet reasonable requests. The client is responsible identifying people/objects of whom/which specific footage is required. We cannot be held accountable for not filming the desired people/objects if they were not pointed out to us. The client is also responsible in identifying any individuals that do not wish to be filmed, although this may be unavoidable in wide shots.

Some venues have very bad sound systems which can cause problems during speeches. Whilst we ensure all efforts to capture good quality audio, this is out of our control if the hotel refuses to let us use our own audio equipment; however this is a rare situation.

Some of our cameras are positioned stationery (unmanned) during the ceremony. If these are blocked during a key moment and we cannot reach them to adjust the angle, it is out of our control. If there is anything happening during a Wedding day that is not standard wedding procedure and will catch us off guard, we cannot be made liable for not capturing it, if this was not communicated in due time to us. All specific requests must be communicated in advance of the Wedding.

It is the clients responsibility to ensure that the Videographer is made aware when the speeches are going to take place and that we are given sufficient time to set up for the speeches. We will not be held responsible for lost footage if speeches commence without first checking our filming team is ready.

Our customers acknowledge that they are familiar with Gaffey Productions' portfolio and are requesting services with the knowledge of our style. You acknowledge that a Videographer's work is constantly evolving and that the video may be different from videos produced by the Videographer in the past. In creating the Video, the Videographer shall use his personal artistic judgement to create a video, consistent with our personal vision of the event, which might be a different vision from the customer's and the subject's vision of the event. Accordingly, the customer acknowledges that the video shall not be subject to rejection on the basis of taste or aesthetic criteria.

All creative aspects such as editing and shooting style are at the discretion of Gaffey Productions. Any editing changes after delivery, other than spelling errors may incur a further charge. Any changes in the edit are charged at an hourly rate of €150.

We will carry out services with all reasonable care and skill. You accept that any other warranty or legal obligation on our part or placed on us by any legislation or arising under common law is excluded in so far as it possible to do so.

Although these exclusions or limitations may appear to be comprehensive you agree that it is fair and reasonable for us to limit our liability. This is because if we were to accept additional liability we would need to insure against that liability or loss which will then increase our prices. You accept that you understand this and agree that it is reasonable to us to limit our liability in this way.

Areal Footage:

Gaffey Productions has creative control over areal footage and decides if and when to record drone footage and thereafter has editorial control of whether the footage will be used in the final video. Areal footage in a final product ie video is solely chosen by our discretion. There are numerous reasons for not promising drone footage from time constraints, to weather, to airspace restrictions. The use of our drone is not tied to any filming package.

Ownership of footage and copyright

The raw footage remains our property. Copyright in the original footage and Wedding Film is vested in us. We reserve the right to only use those video clips we deem to be representative of our highest standards. Files that are rejected by the videographer, because they do not meet our standards, will not be shared with the client.

This means that:

- (1) we reserve the right to dispose of the footage in our absolute discretion.
- (2) we do not accept liability in relation to any loss of and/or damage to the original footage.
- (3) neither you nor any one on your behalf are allowed to make any copies of any footage, DVDs, USB or other recorded media unless we have agreed in writing that you may do so. Please note that the copying of tapes or discs without our consent is a breach of copyright, for which you may be liable in damages.

The provided Wedding Film is kept for a period of 180 days. After this time we cannot guarantee footage or videos will be available.

We reserve the right after you have received your Wedding Film, to show the Wedding Film or part of it to any prospective client who may wish to see a sample of our work, or to enter the footage into competitions or use extracts in our show reel.

As part of our standard service we will provide you with an online Highlight Video which will go live as soon as editing has been completed. As soon as the Video is live you will be notified that the Highlight Video is live and can be shared with friends and family. Our liability to you is to notify you by email as soon as the video is live. We do not take any liability for any friends or family members that may have seen the video before you.

Please note that we shall be entitled to assume, unless you inform us otherwise prior to the Event, that all persons attending the Event have consented to being recorded.

We reserve the right to use or display any images or video created as part of this contract as part of our portfolio, at exhibitions, for marketing purposes or in online galleries. Should the client wish their footage to remain private this must be indicated to us in writing for our approval.

Extras

1. If you ask us to provide any extra services after you have signed the Booking Form, these may be subject to additional payments which we will agree with you. Those extra services will, if accepted by us, be carried out on the basis of these terms and conditions
2. Travel Charges may occur for distances greater than 150km.
3. When filming goes beyond the contracted & agreed finish time of 10pm an additional fee of €100 per hour will be charged. The couple will indicate to us in writing / on our booking-form what they would like us to do in the event the day will run past that time and they would like to have their First Dance included. This will be charged immediately after the wedding day and has to be paid on receipt before editing commences.
4. For a full day filming our team will require a suitable break period of at least 1 hour. This is usually taken during the meal time. If you have booked entertainment during meal time, this will only be covered at the discretion of the videographer. It is the client's responsibility to ensure that we are made aware of any events happening during the meal or throughout the day the client wishes to be filmed.
5. When filming in smaller venues and where no hot food is available outside of the wedding reception for non-wedding guests, we do request that the client is making a provision with the venue that all members of our staff are provided with a hot meal at the same time as the wedding guests. We don't require a 5 course meal, a simpler version will suffice.

Consents

Please note that it is your responsibility to obtain the consent from the owners of the Church or other venue where the Event is being held and all other persons involved in the Event, such as any person conducting the ceremony, the choir, organist and other musicians to record the Event before it takes place and to pay any fees charged by them. If you fail to do so, this may mean that we are unable to record the ceremony or the Event or release the Wedding Film to you until that consent (which is required for copyright reasons) has been obtained.

Schedule and Quality Control

We will try to agree a schedule of contents of the recording with you. Please note that the contents of that schedule do not form part of our agreement with you.

We will assume that you accept the quality of the finished Wedding Film unless you tell us to the contrary in writing within 2 weeks of the Wedding Film being sent to you. If you do notify us within that period you must also tell us what your complaint is in as much detail as possible and how it goes outside of these terms and conditions.

If we do not receive any complaint within that period we shall be entitled to assume that you are satisfied with it and we will then be under no further obligation to accept any complaint, unless we then agree.

We will use all reasonable efforts to deal with any complaint promptly and if it is something that is justified and we can remedy, we will do so.

Gaffey Productions is fully insured, registered & VAT liable in Ireland.

I agree to the above terms and conditions