



#### GENERAL TERMS & CONDITIONS:

It is mutually agreed that the booking form and the following terms and conditions of agreement form an integral part of the contract, that bookings are accepted on these terms and conditions only, and that no variation or modification of this contract shall be effective unless accepted in writing by both parties.

#### PAYMENT TERMS:

1. An initial non-refundable payment is required to be paid to book the dates and validate the booking (amount as stated in the agreement)
2. The full balance payment is required to be paid two weeks prior to the event.

#### FILMING:

Any variations in the times, dates, or to the planned event that may impact on the contract should be communicated to us as soon as possible. The Client(s) must obtain permission to film the Wedding Ceremonies and the Client(s) is also responsible for any fees levied at various locations. The Client(s) must also seek permission from any other venue where filming will be required. Coverage will be as the cameraman's professional expertise determines and no one scene will be determined more important than another. While every effort will be made to get the best position for the camera(s) to film the event this may not always be possible if restrictions are imposed upon us on the day. We use broadcast quality well maintained equipment, however we will not be liable for any Radio Signal losses, Battery failures, equipment failure and or material defects, which are beyond our control. In the unlikely event of a total video failure our liabilities are limited to a refund of all monies paid by the Client(s). Every effort is made to ensure perfectly color and lighting reproduction, but certain conditions may not be accurate such as mixed indoor and external lighting, hard shadows, and low lighting conditions. With these factors beyond our control, we will endeavor to produce the best pictures possible. The contact details of the videographer filming your event will be communicated to you before the event. In the unlikely event of the cameraman (booked for the event) falling ill or unable to shoot the event, we will provide another cameraman for filming.

#### EDITING:

We will endeavor to build your film around any special requests made within this contract, but such requests are not binding instructions. Artistic interpretation cannot be guaranteed but every attempt will be made to comply with the Client(s) wishes. We will not be held responsible for scenes not included due to inclement weather or other conditions outside of our control. Any changes requested on the final copy once sent out will be subject to a further charge. Additional extras will be supplied at current retail costs. Any loss or damage of material or software i.e. video and/or audio supplied by the Client(s) is limited to the cost of the media alone. If a Client(s) submits any media for inclusion in the film, Copyright clearance is the responsibility of the Client(s). We do not provide subtitles for the video.

Once the edits are complete an online link with a password will be sent for the preview of the films. The download links will be active for 3 weeks. Any required changes/edits must be requested within three weeks of receiving the videos. No changes will be made after this time period and the final videos will be delivered.

#### ADDITIONAL:

Additional hours of filming can be requested on the day (subject to availability of the cameraman). For Full Day Wedding & Reception events, there will be a charge of €200 per/hour for extra hours of filming. Please note that during weddings and wedding receptions that are held on the same day, the time in between the wedding and the wedding reception forms part of the agreed coverage hours.

We keep a master copy of your film in our archives for up to One month after the delivery. You may order additional copies within this period as required. If you wish to order additional copies after this period, we cannot guarantee that the master will be available.

We will keep the raw footage for up to Eighteen months after the events, if we don't hear back from you within this period, we will assume that edits are not required and we will only supply the raw files on a hard drive provided by the client.



In case of non-communication by the client after two years, there will be an additional charge of €500 per year for storage of the footage. We will also not be responsible for any loss of footage after two years. Any additional charges incurred will be added on the final invoice/payment request

#### CANCELLATION:

In the unlikely event that the wedding and related events are completely cancelled by the client, any payments already made by the client are strictly non-refundable.

In addition, the client will be liable to pay Kat Films the following amounts:

1. A charge of 100% of the quoted amount will be payable to Kat Films if cancellation notice is less than 30 days prior to the event date.
2. A charge of 75% of the quoted amount will be payable to Kat Films if cancellation notice is less than 90 days prior to the event date.
3. A charge of 50% of the quoted amount will be payable to Kat Films if cancellation notice is less than 180 days prior to the event date.

#### FORCE MAJEURE:

Kat Films shall not be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond our control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns or other industrial disturbances, or other cause beyond the control of the parties or due to the cameramen's illness or injury, whether or not foreseeable ("Force Majeure Event"), then Kat Films will give notice to the Client as soon as reasonably practicable after we determine that a Force Majeure Event will or may prevent us from performing under this Agreement.

Kat Films will have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but we may, in our discretion, work with the Client to find an alternative date for the event that is suitable to both. To the extent the Parties cannot agree on a suitable replacement date consistent with Kat Film's availability, we may also, in our sole discretion, refund any amount paid under the Agreement, less any amounts necessary to cover expenses and work already performed by us related to the Event, including, but not limited to, communications, administrative expenses (based on time spent by us) and preparation for the Event. In the case of a Force Majeure Event, Kat Films shall have no additional liability to Client with respect to this Agreement beyond that described in this section.

#### SAFE ENVIRONMENT CLAUSE:

Kat Films works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations. Client further understands and agrees that we shall not be required to perform under this Agreement if the event is held in violation of a Governmental Order or if our participation in the Event would violate a Governmental Order. Client also understands and agrees that Kat Films is not obligated to continue to perform under this Agreement if cameraman's personal safety or wellbeing has been or will be compromised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

#### LIMITATION OF LIABILITY:

In the unlikely event that Kat Films is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other causes beyond the control of Kat Films, then we will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is only limited to the return of payments received for the contracted event.