

# CWTV Online VIDEO PRODUCTION

## BOOKING FORM and Terms & Conditions

<b>DATE</b>	
<b>NAME</b>	
<b>COMPANY (if any)</b>	
<b>ADDRESS/Post Code</b>	

<b>PROJECT CONTACT NAME</b>	
<b>CONTACT NUMBER</b>	
<b>CONTACT MOBILE</b>	
<b>EMAIL</b>	
<b>WEBSITE</b>	

<b>PROJECT TITLE</b>	
<b>PROJECT LOCATION</b>	
<b>PROJECT BRIEF</b>	
<b>START DATE</b>	
<b>FINISH DATE</b>	
<b>DELIVERY FORMAT (i.e DVD, file format)</b>	
<b>CLIENT REFERENCE NUMBER</b>	
<b>PURCHSAE ORDER NUMBER</b>	

Email: [m.sarwar@cwtvonline.com](mailto:m.sarwar@cwtvonline.com)

## **TERMS AND CONDITIONS**

### **The Booking**

It is agreed that the terms set out in this booking form is the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### **The Crew**

On occasions and without notice it may be necessary for the crew originally specified to be substituted by another crew, (e.g. due to ill health).

### **Footage**

CWTV Online will endeavour to create a visually pleasing colour balance but cannot guarantee exact colour matching. It is sometimes impossible to record the exact colour as seen by the human eye.

### **Retouching**

Retouching, digital manipulation and other specified artistic effects are available to the client as an optional extra.

### **Copyright**

Any footage or copies stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such footage are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied electronically or by any other means any DVD/electronic file created as part of this contract without the permission of CWTV Online in writing.

### **Digital Files**

Digital files remain the property of CWTV Online.

### **Licence**

CWTV Online shall be granted complete artistic licence including in relation to the footage taken and the locations used. CWTV Online's judgement regarding the locations/poses and extent of footage shot shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the shots requested.

### **Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

### **Display**

The client hereby allows CWTV Online to use the footage taken in this contract in our studios, portfolios, web-sites, literature, exhibitions and advertising. No use of the footage will be made by CWTV Online for other commercial reason except with the written permission of the client.

### **Cancellation**

The client may cancel this contract at any time by giving written notice to CWTV Online. Should cancellation be received by CWTV Online less than 14 hours prior to the start date of the job, the client shall pay a sum equal to 30% of the contract value. The said sum shall be payable as compensation as an estimate of the loss suffered by CWTV Online.

**Limitation of Liability**

In the unlikely event of a total video failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

**Complaints**

Any complaints should be raised by the client with CWTV Online, in writing, within 14 days of first becoming aware of the matter to be complained of and in any event within 14 days of receipt of the images.

**Invoicing**

Payment terms will be set out in the relevant quotation issued by us to you.

Where payment terms are not set out in the relevant quotation:

a. Payment is payable in advance and on final completion. We will not consider payment to be received until it is represented by cleared funds. Time for payment shall be of the essence. We reserve the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. Any fees incurred by us in recovering payment will be chargeable.

b. Payment to be made in Pounds Sterling.

c. If payment is overdue you are in breach of your obligations set out in this agreement.

d. If you are in breach, we reserve the right (without prejudice to any other right or remedy available to us) to stop or postpone delivery or performance under this agreement and we will not be liable for any loss you may suffer as a result of application of this clause. We shall have general lieu or right of retention on materials supplied by you to us until payment has been made.

e. Payment is to be made in full without any discount deduction, set off or abatement. 50% is paid in advance on agreement and balance to be paid upon handing over the completed work.

f. We reserve the right to appropriate any payment made by you and apply it in total or partial satisfaction of any debt due from you to us.

g. Once agreement made with 50% advance, the advance will not be refundable after 3 days on signing date of agreement.

**I accept the terms and conditions of this contract:**

<b>NAME</b>	
<b>SIGNATURE</b>	
<b>FULL NAME</b>	
<b>COMPANY (if any)</b>	
<b>DATE</b>	