

MEMENTO VIDEOS TERMS AND CONDITIONS

(Last updated November 2021)

Cover and protection

- a) Memento Videos are insured to the value of two million pounds under Public Liability Insurance and one hundred thousand pounds Professional Indemnity Insurance.
- b) All our camera operators have an Enhanced DBS Certificate and are registered to the Update Service.
- c) Memento Videos is registered with ICO and abides by all data protection regulation.

Full details on the above, as well as our Privacy Policy, are available on request.

- d) All footage is stored on an encrypted hard drive and any unused footage will be kept for no longer than 6 months after the final cut has been approved.
- e) Show footage may be used by Memento Videos for marketing purposes including, but not limited to, showreels, social media posts and web content.
- f) On occasion, Memento Videos may use a third party to duplicate media or stream performances. All third parties will have their own Privacy Policy and Terms and Conditions. Memento Videos take no responsibility for any data breaches that may occur when using these third parties. Information on the third parties we use is available on request.
- g) It is the responsibility of the Dance School to obtain full consent to film the performance from the venue, staff, students, and anyone else who may appear in the show or venue before the filming date.
- h) All productions filmed by Memento Videos are covered by the Copyright, Designs and Patents Act 1998 and we reserve the right to take legal action against any copyright infringement.

Bookings

- a) Bookings can be made online at www.mementovideos.co.uk, by emailing info@mementovideos.co.uk or by calling 07708 948674 and dates/times will be allocated on a first come first served basis.
- b) Once your booking is confirmed you will receive a confirmation email containing our Terms and Conditions. Your date is only booked once you receive this email and have agreed to the Terms and Conditions by either responding to the email or if you have booked online through our website by accepting the terms and conditions on the 'Book now' page.
- c) It is the responsibility of the Dance School to provide Memento Videos with the correct date/time/venue information. Memento Videos take no responsibility if these details are provided incorrectly, and this results in the show not being filmed. Should the wrong details be provided, and this error realised before the show is filmed, Memento Videos cannot guarantee the new filming date and a cancellation fee may be charged, see below.
- d) Memento Videos understand that occasionally events need to be cancelled or postponed. we therefore recommend the Dance School take out comprehensive insurance to cover our costs and any other that may occur from such a cancellation. If a booked dance show is cancelled for any reason less than 30 days before the booked and confirmed filming date,

we will charge a fee of £150 to cover our costs. This must be paid within 30 days on this invoice being received. If a performance is cancelled more than 30 days before, no fee will be charged.

Filming and Equipment

- a) Memento Videos will require access to the venue a minimum of one hour before doors open for the performance to set up. Filming will end once the house lights are turned on – if there is additional content you want filming after this point, please mention it to the camera operator before the filming commences so this is not accidentally missed.
- b) Permission must be gained by the Dance School for Memento Videos to access optimal filming points at the venue such as an AV Room or balcony. While every effort will be made to get the cameras in the best position to film the event, this may not always be possible if restrictions are imposed upon us on the day by the venue, the dance school, the performers, the sound technicians, the lighting technicians, audience members or any other contributor.
- c) There may be occasions where the only available area to film close up shots is on the floor where the audience is seated. The Dance School must factor in this access and designate a suitable space. Please note this may obstruct the view for some audience members.
- d) Each performance will be captured using a minimum of two camera angles to cover both close ups and wide-angle shots.
- e) Memento Videos will take every reasonable step to ensure our camera operators arrive on time and on the right day however we cannot be responsible for any exceptional circumstances that may occur that prevent us from attending. If this occurs, we will always try and arrange for another camera operator to attend where possible.
- f) Memento Videos cannot be held responsible for any equipment failures that may occur and effect filming which may result in the footage not being captures however we will, where possible, arrange to re-film the performance on another date.
- g) Memento Videos uses broadcast-quality camera and sound equipment. To capture the best images and sound, small microphones may be placed near to or on the front of the stage. Memento Videos takes no responsibility for any injuries should a performer trip or fall onto this equipment.
- h) To optimise the sound quality, a live audio feed will be taken directly from the sound deck so access to this should be provided by the Dance School/venue. A lack of access may result in a lower quality audio recording which we cannot be held responsible for. We can also not be held responsible for any distortion that may occur which is out of our control.
- i) Memento Videos will endeavor to ensure great colour and lighting reproduction however some lighting effects such as flickering or particularly low lighting may result in a lower quality finish.

Editing

- a) Your completed edit will be available for you to check within 4-6 weeks of the event. A password protected online preview will be made available for you which must not be shared or copied. You can request any changes you want until you are satisfied with the final edit.
- b) Once changes are received, we will endeavor to produce the finished product as soon as possible. The time this takes will depend on the number of changes requested.

- c) Memento Videos will produce an edit featuring a mix of different camera angles to showcase the performers as equally as possible.
- d) Any special requests for the edit should be made when the recording is taken so we can endeavor to meet your request within the edit.
- e) Any final editing decisions are at the sole discretion of Memento Videos.
- f) Memento Videos will communicate any delays in the editing process to the Customer(s) if these do occur.
- g) It is the responsibility of the Dance Show to comply with Copyright law with respect to any live music that is performed during the performance as described in the Copyright Designs and Patents Act 1988 Part II, s.181 et legislation. If any recorded music is played during the performance, a second license needs to be obtained from the record company. The record companies are represented in the UK and Ireland by PPL. Licenses can be obtained from www.prsformusic.com

Orders and Delivery

- a) By agreeing to these terms, you accept you will sell a minimum of 50 units of your performance. These orders can be a mix of DVD, USB, Digital Download, Stream (and any other format the show maybe produced as) to make up a total of 50 units.
- b) It is the responsibility of the Dance Show to place a minimum order of 50 units for the show within 12 weeks of the show date. Additional copies can be arranged after this time if required.
- c) If the Dance School does not sell the required number of units within the 12 weeks, the Dance School will be charged the full amount of the difference in sales. For example, if you only sell 30 units within 8 weeks of the show, you will be charged for 20 units to make the total up to 50. Additional units will be charged at the advertised rates dependent on the media type required.
- d) Memento Videos will provide you with an order form to capture order details. It will be the responsibility of the Dance School to collect orders and payment. Once Memento Videos is in receipt of the order form, an invoice will be sent to you for the orders placed which must be paid within 30 days.
- e) The bulk order will be delivered by Hermes to one address once copies have been produced for you to distribute.
- f) It is in both the interest of the Dance School and of Memento Videos that no unauthorised copies of performances are made and distributed in order to maximise sales therefore deterrents and restrictions will be placed on each media type to prevent this.
- g) Memento Videos will keep a master copy of your edited performance for up to three years. If you wish to order additional copies after this time, we cannot guarantee we can fulfil this order.
- h) Customers that purchase the stream will be able to view the stream for 10 years. One year after the show we will enable the user to download the video to keep.

Additional Information

All information and prices above were correct at the time of production. Memento Videos reserves the right to amend these Terms and Conditions at any time. You will be notified of any changes. An updated version will also be placed on our website.

Contact

If you have any queries about these Terms and Conditions, please contact:

Memento Videos
13 Eppleworth Road
Cottingham
HU16 5YE

E: info@mementovideos.co.yk

T: 07708 948674