

Terms and Conditions

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Avalanche Studio and the Client, in writing. Any failure by us not to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights. By booking Avalanche Studio for an event you are accepting these terms & conditions.

(1) Definitions and Law

The contract is the document, or documents, that set these conditions and all other details about your agreement with us. "we" and "us" means the supplier of goods or services (Avalanche Studio). "you" means the person, Client or customer, "event" means the service you have booked. These conditions will be governed by and interpreted in accordance with the English law. These conditions do not affect your statutory rights as a consumer, as defined by the "Unfair Contract Terms act 1977" or any statutory amendments of that act.

(2) Special Requests/Coverage

The Client understands and accepts that the photo and video coverage and editing will be as the photographers' and videographers' expertise determines and that no one shot/scene will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the Client's wishes. This extends to use / inclusion of any and all music / audio.

Our crew will attend for the number of hours booked. Our attendance includes time for setting up equipment, capturing scene setting shots and transferring between locations (where necessary). The whole day shooting commencing by bridal preparations usually means up to maximum of 10 hours attendance. If more time is needed to provide coverage agreed with you (or your schedule runs over), will we bill you for the additional hours after the event. Any additional time booked over the contract package is charged at £100 per hour.

(3) Limit of our Liability

Avalanche studio agreed that every effort will be made to provide high quality photography and /or video services. We will not be liable for any delays, radio signal losses, failures, equipment failure and or material defects, which are beyond our control.

Client and Avalanche Studio recognize it is extremely difficult and impractical to ascertain the extent of Client's actual damage in the event of a breach on the part of Avalanche Studio. Therefore the parties agree that in the event of any breach arising from negligence or other unintentional conduct of Avalanche Studio, including, without limitation, any damage to or loss of any footage or photographs, Client shall be entitled to the following: A percentage reduction in the price of the video & photo package, based upon the amount of actual media-time which has been damaged, lost or not captured. Client would then receive the final product, containing the footage & photographs from the event, which was captured, not lost or damaged. The return of such fees and payment of such damages shall be the sole and exclusive remedies available to Client.

Any refunds for the event will be limited to no more than the original sums involved. Neither party shall be liable for indirect or consequential loss.

(4) Cancellations/Booking Fees

Any cancellation from yourselves must be in writing 6 (weeks) weeks prior to the event, otherwise full payment will be required. Booking Fees are non refundable and must be paid at the time of booking. This booking fee is deducted (in full) from the total price. A non-refundable booking fee of £100 is required at the time of booking.

Dates are reserved only when this booking fee is paid.

If Avalanche Studio has to cancel this contract for reasons beyond our control (death, injury, sickness etc.), our liability shall be limited to a full refund of all monies paid.

(5) Payment

Any balance owing shall be payable latest at the event. Please note that prices are subject to change at any time and that no price is guaranteed without a signed contract. Payment for additional videos, prints & frames should be made after the wedding at the time of ordering. If payments are not received by the due date, Avalanche Studio reserve the right to withhold all goods until payment is made. Interest of 2.5% per week will be added to the balance of late payments.

(6) Copyright/Display

Avalanche Studio owns and remains the copyright to use any images / video included in this contract. Avalanche Studio shall be granted full creative and artistic license in relation to the choice of locations and poses used. Our judgement on video & photographic style, editing and the number of shots taken shall be deemed correct.

Due to changes of the weather and the availability and willingness of subjects, Avalanche Studio will do their best to honour requested shots but do not undertake to guarantee any specific shots nor incorporate any specific background, location or group arrangements. The 1998 Copyright, Designs, and Patents Act assigns copyright to Avalanche Studio. You may not copy the video footage taken under this contract, or allow copies to be made photographically, electronically, or by any other means.

(7) Complaints / Errors / Changes

The Client should raise any complaints with Avalanche Studio, in writing, within 7 days of receipt of the final product (photographs and /or video footage). Please address any complaints to Avalanche Studio in writing preferably by email.

We would endeavour to respond to any complaint within 24 hours. Any errors or defects on the products supplied, which is our fault will be remedied free of charge. Otherwise, any other corrections, if possible, will be altered at our discretion, but additional fees may be payable for subjective changes. By booking the video / photos with us you are agreeing to let us film and edit the video as we see fit and take the photographs as we want them. Any alterations to the event must be detailed in writing and sent to Avalanche Studio no later than 48 hours before the event.

(8) Camera Positions / Authority / Permissions To Video/Take Photographs

While every effort will be made to get the best position for the cameras (video & stills), due to restrictions imposed upon us on the day, this may not always be possible. You must obtain permission to film at the appointment location (church etc.) from the relevant authorities, and you are responsible for any fees that may be levied by such authorities. Avalanche Studio will not be responsible for any refusal by such authorities to allow filming to be carried out.

Avalanche Studio cannot guarantee video or audio quality due to restrictions imposed at an/or by the event location. Because the cameraman & photographer cannot interfere with the ceremony in any way to correct less than satisfactory shooting conditions, the Client shall insure the placement of bridal party, officiants and altar decorations does not obscure or block the view of the bride and groom. We are not responsible for shots that are missed or omitted because of cameraman or photographer being blocked. Avalanche Studio retains the exclusive right to edit all content.

(9) Completion / Delivery

Completion of the video is usually 4-8 weeks from the date of the event (but may be longer during peak times). The video, music and any photographs should be ready to collect after this period. If all the information and items required to complete the video are not with Avalanche Studio by at least the event date, then the 4-8 weeks does not apply. Editing will then be done when possible at our discretion.