

# TERMS & CONDITIONS

Updated 01.01.22

- 1. A part-payment of \$250.00 must be received to secure the date, together with email confirmation that you have read and agree to the Terms & Conditions set out herewith.**
2. A client is deemed to have accepted our Terms & Conditions set out herewith by making any payment or part-payment toward Oak & Capture.
3. Any outstanding balance or full payment is due no later than **14** days prior to the event date or unless otherwise agreed upon by way of written confirmation.
4. Cancellation within **14** days to the event date will result in **50%** being retained.
5. The duration of services will be noted in any quotation or invoice payable, an extension for provision of services must be agreed upon in writing. Oak & Capture will not exceed 12 Hours of service.
6. Location and emergency details must be provided to formulate scheduling. A schedule must be agreed upon at least 14 days prior to the event date.
7. Oak & Capture will be listed as an official service provider for the event. Friends and Family are encouraged and permitted to operate their own cameras however, as the client it is your responsibility to ensure guests do not interfere with our shots as this may affect the final delivery. We encourage the celebrant/MC to echo/instruct this.
8. It is the client's responsibility to secure access to areas permitted for coverage. Oak & Capture will not be responsible for coverage lost due to access restrictions.
9. Oak & Capture will not be held liable for any environmental issues that could affect filming or the final edit i.e. weather, poor acoustics, poor lighting and guest interference.
10. Creative aspects such as editing style along with music is at the discretion of Oak & Capture.
11. The music used is licensed for home-use only through ARIA/APRA AMCOS and is not to be uploaded onto the internet or displayed publicly. The home-use music license allows for up to 20 copies to be made. The music used for Highlight Concept Videos is licensed for a single piece of work only and does not give the client any right to use in other projects/film.
12. Highlight Features allow for public sharing with permission and licensing only.
13. Final edits may be used by Oak & Capture for promotional purposes. You must provide written notice if you request otherwise.
14. The final edit created will mainly feature the bride and groom. Incidental shots of guests and family may be included, Oak & Capture cannot be held accountable for the exclusion of specific persons from the production, unless it has been requested in writing prior to filming.

15. If a client prefers exclusivity of all vision recorded and for Oak & Capture not to retain any vision then an additional fees may apply. This request will need to be put in writing and the fee paid prior to the event.
16. Camera operators reserve the right to cease shooting if they are subject to any danger/hazard or abuse. No refund of any monies paid shall be issued in such cases. In the event of any damage to the equipment caused by the wedding party or guests an invoice will be submitted for such damages.
17. Additional fees for travel will be included within the invoice for events that are more than 50km from Adelaide's CBD. Travel fees may vary and will be discussed during the initial consultation and quoted accordingly.
18. A vendor meal or refreshments are required for packages agreed over 5 Hours.
19. In the unlikely event Oak & Capture fails to deliver a satisfactory production and both the client and supplier agree on an unsuccessful delivery, liability is limited to the refund of total monies paid by the client.
20. Oak & Capture will cover the event as per the details discussed and recorded during the initial consultation. Unless otherwise agreed upon before the event with the client, Oak & Capture will determine when to cease shooting.
21. In the unlikely event of serious injury, illness or emergency circumstances beyond control, Oak & Capture will promptly source, supply and cover any services including additional costs to services agreed to only.
22. Oak and Capture have no further liability to a client that under any circumstance changes the original date agreed upon, we reserve the right to withhold any payments made.
23. Clients will receive a final edit via a USB 3.0 device only. We advise to copy the master files before use, using another external storage device. Devices may not necessarily be compatible with all home televisions for plug and play.
24. Upon receiving the final product you the client must inform Oak & Capture of any relevant issues within **7** days. If no communication has been received within this time frame the product will be deemed fit for use and noted as a successful production.
25. Oak & Capture will keep a copy of all completed edits Photography & Film for **6** months only.
26. Please allow: **8 - 10** weeks for product delivery, preview edits may be released earlier on request.
  1. HIGHLIGHT FEATURE FILM runtime between (3-5) Minutes
  2. FULL FEATURE FILM pending length of formalities covered, average runtime (50) Minutes
  3. PHOTOGRAPHY between (400-500) images. Previews may be released on request.
27. In the event that a secured date has been impacted by government restrictions and is not permitted to go ahead under any circumstances or modified restrictions, Oak & Capture will honour the services agreed by way of postponement. This is subject to availability.