

TERMS AND CONDITIONS OF COMMISSIONING AND PRODUCTION OF PHOTOGRAPHS AND VIDEO FILMS FROM SILVER HALO PHOTOGRAPHY AND FILMS

1. Definition

- (a) "We" "Us" "Our" "the Company" – means Silver Halo Photography and Films and Silver Halo and all of its associated, partner and subsidiary companies.
- (b) "Photograph(s)" – means any picture, negative, digital scan, design, artwork, painting, montage drawing, engraving or any other item which may be produced by Silver Halo in this context.
- (c) "Film(s)" – means any video, montage, moving pictures, motion pictures, animation or any other item, which may be produced by Silver Halo in this context.
- (d) "Production" includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means
- (e) "Commissioner" "Client" - means the person or the organisation that has acquired Silver Halo services (whether or not the Client is acting for a third party).
- (f) "shoot" – means filming or taking photographs or a time where production is taking place to prepare material for post production work.
- (g) "Property" as defined in the Oxford English dictionary or as equipment.
- (h) Silver Halo Photography & Films is the name of the company providing services in commercial and private sector.

2. Copyright

- (a) The entire copyright of the photographs and films made under the banner of Silver Halo Photography & Films is retained by Khalid Mahmood at all times throughout the world and beyond.
- (b) Khalid Mahmood asserts both his moral right to be identified as the author of his work and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.
- (c) Any photograph(s) or/and film(s) altered, changed, modified touched up or in any way taken away from its original form will require a written permission from Khalid Mahmood and Silver Halo. Photograph(s) and film(s) will remain under same copyright as part (a).
- (d) Unless otherwise agreed in writing, if any photograph(s) or film(s) produced by Silver Halo the Client omits the copyright notice or credit line specified by Silver Halo any fee payable by the Client shall be subject to an increase specified by Silver Halo, and in any event an increase of not less than 20%.
- (e) Reproduction rights (if and when granted) are strictly limited to the use specified on this page (Silver Halo has the right to define terms used to mean how the Client may use the photograph(s) or and film(s) in any other way than logically defined in the standard English dictionary). An agreement must be reached with Silver Halo before the photograph(s) or and film(s) are used for a different purpose.
- (f) Reproduction rights are not issued exclusively to the Client except when asked in written.
- (g) Reproduction rights granted are personal to the Client and may not be assigned, nor may any photograph(s) or and film(s) submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.
- (h) Any reproduction rights granted may incur an additional fee of no more than 25% and no less than 15% of the original price paid when commissioned.
- (i) Silver Halo reserves the right to refuse to supply or grant a reproduction license to a third party when requested to do so by the Client.

4. Payments

- (a) A 25% deposit is required once agreeing to these terms and conditions.
- (b) Remainder of the payment shall be paid on one of the days in Shoot. It can also be spread on number of days in Shoot equally and paid on each day.

5. Cancellation

- (a) The deposit is non-refundable.
- (b) Once a booking is made, if it is subsequently cancelled, a cancellation fee will be charged to the client according to the following schedule. When a client cancels a booking within two weeks of any confirmed date, a fee of 50% of the booked time rate will be charged. When a client cancels a booking within one weeks of any confirmed date, a fee of 100% of the booked time rate will be charged. In addition to this cancellation fee, the client will be charged for any expenses already incurred by Silver Halo.
- (c) If the dates are changed and Silver Halo does not have the alternative dates available, the booking

will follow section 5 point (b) of this contract and Client will be liable to pay any incurring fees.

6. Liability and Damages

(a) Until these agreements are signed neither party is committed to grant or acquire any service. After the agreement is signed by both parties there is a firm and binding contract whereby Silver Halo is committed to provide services it agreed to provide and the Client must pay agreed deposit (no less than 25%) to acquire them. If after signing and agreeing with terms and conditions the Client requests cancellation of the required services, Silver Halo has a right to still require the deposit even if it was not paid at the time of agreement being signed.

(b) The Client's right to reproduce a picture (condition 2 point c) arises only when Silver Halo is fully paid. Any reproduction before payment of the invoice constitutes an infringement of rights and a breach of this Agreement entitling Silver Halo to rescind the Agreement and rendering the Client liable for the payment of damages.

(c) If payment is not made in accordance with (condition 4 point A and B) above then Silver Halo may rescind this Agreement and recover damages, or, at its option, may exercise its statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998.

(d) A fee of £25 will be made for each account reminder, or any other paperwork, correspondence or phone calls involved with the pursuit of a debt. This fee is non-refundable, and represents the additional time spent pursuing overdue payments.

(e) Silver Halo reserves the right to suspend ongoing services, such as (but not limited to) post production, once payment from the Client becomes overdue.

(f) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

(f. a) Photographic and Cinematic style is open to interpretation, and the Client should be fully aware of what they are asking for to avoid misunderstandings for their booking. A guide to the photographic and cinematic style offered by the Silver Halo can be and is available by e- mail or in writing upon request.

(f. b) It is the client's responsibility to notify Silver Halo of any changes to the schedule of the days of photography and videography. Silver Halo is not responsible if key events are not captured due to the lack of communication from the client regarding the timings and locations of these events. The client agrees to send a breakdown of each day booked where Silver Halo are required to provide services at least four weeks prior to the day of the date – in case the booking is made within the four weeks of the date of the event the client must provide the breakdown of the days booked upon signing this agreement.

(g) While Silver Halo takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the Client or by any third party arising from use or reproduction of any photograph(s) and or film(s).

(h) Client agrees to be fully liable for any damage to property or life – including but not limited to death – if a guest of the Client or anyone else apart from the Silver Halo crew cause an accident using Silver Halo production equipment. Silver Halo agrees to minimise the risk of any accidents occurring from its crew members by conducting a general non documented health and safety check of its equipment.

(i) Client agrees to be fully liable for any damage to property or life - including but not limited to death – of Silver Halo crew if a guest of the Client or anyone else apart from the Silver Halo crew cause an accident using Silver Halo production equipment.

(j) If any members of Silver Halo over run the finish time agreed with the client an additional charge of £75 per hour person will be added to the overall total. The client agrees to pay this as soon as possible. The client understands that no wedding films, images, albums or other products will be received until all payments have been made.

7. Production Day

(a) The Client will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs and filming are desired. Silver Halo will not be held accountable for not photographing and/or filming desired people if there is no one to assist in identifying or gathering people to be filmed and/or for the photograph(s).

(b) The Client agrees to a positive co-operation and communication for the best possible result within the definition of this assignment. Silver Halo is not responsible for key individuals' failure to be present or to co-operate during photography sessions and/or filming sessions, neither for missed images and/or scenes not filmed due to details not revealed to Silver Halo. Silver Halo recommends that the client designate an Event Guide to point out important individuals to Silver Halo, whom the Client

wishes to include in informal or and formal photographs and/or videos.

(c) It is Client's responsibility to make sure the location for the production is as they wish it to appear in the film or and photographs. Silver Halo will not be liable for the location to be in undesired conditions, which the Client may feel has affected the final produced film or photograph.

(d) In some circumstances, the guidelines of the ceremony official or the reception site management limits the photographer and/or videographer. The client agrees to accept the technical results of their imposition on the photographer and/or videographer. Negotiation with the officials for moderation of guidelines is the client's responsibility; Silver Halo will offer technical recommendations only.

(e) Silver Halo does not take responsibility for any guests being missed out of the film if they are not pointed out to us as important. It is the Client's responsibility to point out any important guests that they want included in the film. Stage shots should be organized by the Client.

(f) It is the Client's responsibility to let their guests know that they will be filmed during the production. Any individuals specifically required to be in the film will need to be pointed to the Us. We cannot guarantee everyone will be in the final produced film or photographs if the event is crowded or not organized well or individuals do not want to be photographed or filmed or individuals fail to appear for filming or photographs when they are required.

(g) It is the Client's responsibility to ensure there is sufficient space for the camera crew to work freely, crowding near the camera crew may impact the production.

(h) Anything required for the film, should have time allocated appropriately. Example. Car shots, Gifts/Jewelry shots, photo video shoots. If time is not allocated, Silver Halo are not liable.

8. Post-Production

(a) No amount of post-production will take place until the full payment has been received from the Client.

(b) Clients will be provided with the photographs from the functions within four weeks of the last function date. This only applies if Photography services were acquired and paid for by the Client.

(c) In case of a photo album or a storybook or complimentary touching up (air brushing, Photoshop) is agreed, the client has two weeks to select the required photographs for Silver Halo team to commence work on it.

(d) Photo album design or storybook design or touched up photographs will be provided to the Client within three weeks of the date of the Client selecting and providing the photographs for Silver Halo to commence its post production work. This is only the case if the Client provides the selected images within two weeks of them receiving the photographs from Silver Halo. Failure to provide the selected images in allocated time will result in photo album design or storybook design or touched up photographs being delayed by two week for each week the Client goes over their allocated time of weeks. For example, if the client provides the selected images after five weeks. They will get photo album design or storybook design or touched up photographs after ten weeks of providing the selected images.

(e) In case of photo album and or storybook, the Client has one chance to request any changes to the album or storybook. The changes cannot be based on style, editing or composition and must only be limited to alteration of photographs' order.

(f) Silver Halo reserves the right to refuse making any changes if We feel they are below our standards or are unnecessary or are not required.

(g) Client cannot add any additional photographs to the album or storybook once it has been designed. Any additional addition of photographs will result in a fee of £10 per photograph.

(h) Any additional additions of storybooks pages or album pages will incur a £10 design fee as well as printing charges – printing charges are subject to change from time to time.

(i) The Client must provide their own non-diegetic sounds or soundtracks or scores for the film within fourteen days of the last day of the production. Failure to do so may result in the film being delayed.

(j) Silver Halo agrees to finish of the film within four months from the date of receiving non-diegetic sounds or soundtracks or scores for the film.

(k) Silver Halo reserves the right to reject any non-diegetic sounds, soundtracks or scores provided by the Client if they don't fit the editing style of the editor.

(l) Once the film has been received by the Client, they have three weeks to request any changes. The changes cannot be based on style, editing or composition and must only be limited to omission or addition of footage – in case of latter the footage will be added if available. If the Client had provided any non diegetic sounds or soundtracks or scores they will not be changed if used initially. If the Client requests their initial request to be changed a fee of £20 will incur per change.

(m) The Client can only request changes once and to the first edition of film given to them by Silver Halo. Any additional changes will result in a fee of £25 per change and result in delays to the final film.

(m.a) Silver Halo will not make any changes to the sound of the film if the Clients failed to provide their own non-diegetic sounds or soundtracks or scores for the film and Silver Halo editors picked the the non-diegetic sounds or soundtracks or scores for the film.

(n) If there is no correspondence from the Client after two months from Silver Halo giving the Photographs or and the film, Silver Halo will consider the draft of the film as the final draft and the Client will be presented with it. In case of photographs, if there is a photo album or a storybook, Silver Halo team will choose the number of photographs required to design the album and the storybook.

9. General

(a) This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England.

(b) No variation of terms and conditions set out herein shall be effective unless agreed in writing by both parties.

License.....to print.....

I agree with this memorandum of agreement and its terms and conditions set within the document.

(Customer/Client)

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Date:

I agree with this memorandum of agreement and its terms and conditions set within the document.

KHALID MAHMOOD (Silver Halo Management)

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Date: