



## FILMING TERMS AND CONDITIONS

The following terms and conditions apply each and every time you engage with Curtain Call Productions Ltd. Should you engage with us and order any goods or services verbally by phone, email or any other means then these terms will still apply.

### 1. Booking Enquiries

- 1.1. On receipt of a booking enquiry Curtain Call Productions Ltd undertakes to contact you by email and will only confirm your booking subject to availability and agreement to our Booking Terms & Conditions. Bookings will be confirmed by us in writing by email.
- 1.2. Upon responding to your enquiry, Curtain Call Productions Ltd cannot be held responsible for the delivery of this email to the user's mailbox, so please ensure you check your junk or spam folder for any incoming mail.

### 2. Cancellation

- 2.1. A cancellation fee is payable should your event or booking be cancelled.
- 2.2. If the Client cancels a booking/contract within 28 days [of the date of filming], the Client must pay 25% (of our minimum filming cost £200.00)
- 2.3. If the Client cancels a booking/contract within 14 days [of the date of filming], the Client must pay 50% (of our minimum filming cost \$400)
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- 2.4. If the Client cancels a booking/contract within 5 days [of the date of filming] the Client must pay 75% (of our minimum filming cost £600).
- 2.5. Any deposits taken at the time of booking are non-refundable unless more than 50% has been paid upfront and your event has been cancelled with more than 28 days notice.

### 3. Filming Services

- 3.1. Our production filming service for schools is based on a guaranteed minimum order totalling a minimum of 50 DVDs, or a download fee charged to each performer/family, agreed between Curtain Call Productions and the Client. Delivery is included in the price for all orders received within the deadline set by the school and Curtain Call Productions. All orders received after this date will be posted individually, at a cost of £2.50, charged to the Parent directly.
- 3.2. If our minimum DVD package order is not met, then we will require your school/company to pay any outstanding balance due
- 3.3. If you have chosen the digital download option, the download link will be released on receipt of full payment.
- 3.4. We can offer to carry out our filming services on a flat fee basis if you do not require us to provide DVD's or downloads for sale. Please feel free to discuss any specific tailored requirements.

### 4. Post-Production Services

- 4.1. Any editing required after the show edit – eg promo etc, will be charged at an hourly rate of £30.00 p/h.
- 4.2. You agree to allow Curtain Call Productions to use your show footage for promotional purposes and it is your responsibility to inform us if any student does not have permission for this.
- 4.3. You must also inform Curtain Call Productions if any student should not be filmed for safeguarding reasons.

## 5. Returns & Refunds Policy

- 5.1. We use the most commonly compatible type of DVD-R Discs. However, there is a very small percentage of DVD players & PC DVD Drives that may not be compatible with this disk format and cannot play them.
- 5.2. Please note that ALL our disks are finalised upon completion of any productions or media transfer work.
- 5.3. In the instance that a DVD fails to play then please try it in on a second machine (preferably from a different manufacturer) to assess whether your DVD is faulty or simply incompatible with your player.
- 5.4. If the issue is with sound and you have a surround sound system, please try disabling this first, our DVD's are recorded in stereo only. If it is deemed to be incompatible with your device, then we will replace your Disk with a DVD+R which will hopefully work.
- 5.5. As stated above, DVD-R disks will play in most DVD players (or DVD-ROM drive in PC's). However, you should be aware that recordable disks working in your DVD player may or may not work in other players. You can obtain compatibility information by contacting your equipment re-seller or manufacturer or visit [www.dvdrhelp.com](http://www.dvdrhelp.com) to assess compatibility prior to placing your order. Please note to play your disc on your computer you will need DVD player software installed.
- 5.6. We are not responsible for incompatibilities caused by DVD players that have been modified to disable regional encoding etc.
- 5.7. Any Disc found not to play on your DVD Player can be returned to us at Curtain Call Productions Ltd. However, please get in touch to see if we can help resolve any technical issues with you first, before agreeing to send out a replacement.
- 5.8. Wrap the item securely and include a note detailing your return address and whether you feel the fault is a compatibility issue or simply a faulty copy.
- 5.9. We reserve the right to refuse to replace returned Discs or any other media found to be in any state other than that in which it left Curtain Call Productions Ltd.
- 5.10. Our returns policy is valid for 28 days from receipt of any product item.
- 5.11. Should you feel that you may be entitled to a refund you must contact us within 7 days of receiving your product(s) via email.
- 5.12. Faulty goods should be returned to our postal address. Should we discover a fault with your product we will replace this free of charge or you can return the faulty goods to us for a full refund.
- 5.13. Any deemed faulty product must be returned to us in the same state it was received i.e. as new with no obvious scratches or cosmetic damage.

## 6. Disclaimers

- 6.1. Curtain Call Productions Ltd will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this Agreement.

## 7. Currency

- 7.1. All prices quotes are in UK Pounds (GBP) unless stated otherwise.

## 8. Methods and Terms of Payment

- 8.1. **BACS payments:** We will accept payments by BACS. Full payment details can be found on our invoice which will be sent on completion of work.
- 8.2. **Website payments** are handled via Stripe.
- 8.3. **Cash & Cheque:** We do not accept cash or cheque payments.
- 8.4. **Credit/Debit Card** transactions are to be made via the website (Stripe).
- 8.5. **Postal Orders:** We do not accept Postal Orders.

8.6. Payments in foreign currencies will not be accepted. Only full payments in GBP (£) can be made.

**9. Over-Payments & Under-Payments**

9.1. Should your order be underpaid, we will continue to carry out your conversion and contact you for further payment.

9.2. Over-payments of £2.00 or less are NOT refunded due to handling costs.

**10. Postage Charges and Delivery**

10.1. All postage and delivery charges are the responsibility of the customer ordering. We will advise customers of any additional costs before delivering back your old media and new transfers.

10.2. We offer a number of options for the return of your order. These costs will vary by order size and we will do our best to advise on this at the time of ordering. We aim to ship orders within 5 working day of receiving cleared payment. We will always use a reputable carrier, but we cannot be held responsible for delays or damage caused by the relevant carrier.