

# INFLUENCE PRODUCTIONS – ONLINE TERMS AND CONDITIONS FOR THE SALE OF GOODS, SERVICES AND DIGITAL SERVICES

## 1. **These terms**

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 Our product may be physical, digital or experienced, therefore these terms apply to all services purchased from us assuming the delivery of a product. However, the term 'goods' will refer to physical products only.
- 1.4 You are deemed to have read, understood, and unconditionally accepted these Terms and Conditions in full upon the occurrence of any of the following milestone events:
  - (a) The booking of any event in our calendar as a result of communications with us;
  - (b) The payment of any deposit, booking fee, or invoice installment to us; or
  - (c) Allowing us to commence any preparation or on-site filming services for your project.

Physical or digital signature of this document is not a prerequisite for enforceability, provided you were given access to or notified of these terms prior to or at the point of booking

## 2. **Information about us and how to contact us**

- 2.1 We are Influence Productions a sole trader established in England and Wales. Our address is Unit 326, Bedford Heights, Brickhill Drive, Bedford, MK41 7PH.
- 2.2 You can contact us by telephoning our customer service team at 01234 63 7777 or by writing to us at hello@influenceproductions.co.uk.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

## 3. **Our contract with you**

- 3.1 Our acceptance of your order will take place when you receive any form of confirmation from us, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

## 4. **Your rights to make changes**

- 4.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the

consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7).

## 5. **Our rights to make changes**

5.1 We may change the product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

5.2 In addition, we may make changes to these terms or the product or service, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## 6. **Providing the products**

6.1 The costs of delivery will be as displayed to you on our website or in an agreed quote or proposal.

6.2 During the order process we will let you know when we will provide the products to you.

6.2.1 If the products are goods we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery date.

6.2.2 We will begin services on a date agreed with you during the order process.

6.2.3 If the products are ongoing services or a subscription to receive goods or digital content. We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract.

6.4 If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

6.5 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9 will apply.

6.6 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9 will apply.

6.7 You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

6.7.1 We have refused to deliver the goods;

6.7.2 Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

6.7.3 You told us before we accepted your order that delivery within the delivery deadline was essential.

6.8 If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 6.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

- 6.9 If you do choose to treat the contract as at an end for late delivery under clause 6.7 or clause 6.8, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01234 63 7777 or email us at hello@influenceproductions.co.uk for a return label or to arrange collection.
- 6.10 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.
- 6.11 You own a product which is goods once we have received payment in full.
- 6.12 We may need certain information from you so that we can supply the products to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.13 We may have to suspend the supply of a product to:
- 6.13.1 Deal with technical problems or make minor technical changes;
  - 6.13.2 Update the product to reflect changes in relevant laws and regulatory requirements;
  - 6.13.3 Make changes to the product as requested by you or notified by us to you.
- 6.14 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 3 months you may contact us to end the contract for a product and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 6.15 If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).
7. **Your rights to end the contract**
- 7.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- 7.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 10;
  - 7.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;
  - 7.1.3 If you have just changed your mind about the product, see clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
  - 7.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.6.
- 7.2 If you are ending a contract for a reason set out at (1) to (5) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

- 7.2.1 We have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.2);
  - 7.2.2 We have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - 7.2.3 There is a risk that supply of the products may be significantly delayed because of events outside our control;
  - 7.2.4 We have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months, strictly excluding any delays, pauses, or suspensions caused directly or indirectly by client inaction, missing assets, or delayed feedback; or
  - 7.2.5 You have a legal right to end the contract because of something we have done wrong.
- 7.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 7.4 You do not have a right to change your mind in respect of:
- 7.4.1 Items made to your specifications or which are clearly personalised;
  - 7.4.2 Services, once these have been completed, even if the cancellation period is still running;
- 7.5 How long you have depends on what you have ordered and how it is delivered.
- 7.5.1 If you have bought services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  - 7.5.2 If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
    - 7.5.2.1 Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.
    - 7.5.2.2 Your goods are for regular delivery over a set period, you have until 14 days after the day you receive the first delivery of the goods.
- 7.6 Even if we are not at fault and you do not have a right to change your mind (see clause 7.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.
8. **How to end the contract with us (including if you have changed your mind)**
- 8.1 To end the contract with us, please let us know by calling customer services on 01234 63 7777 or email us at [hello@influenceproductions.co.uk](mailto:hello@influenceproductions.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - 8.2 If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01234 63 7777 or email us at [hello@influenceproductions.co.uk](mailto:hello@influenceproductions.co.uk) for a return label or to

arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 We will pay the costs of return:

8.3.1 If the products are faulty or misdescribed;

8.3.2 If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

8.3.3 If you are exercising your right to change your mind within the cooling off period.

In all other circumstances, you must pay the costs of return.

8.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

8.5 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 If you are exercising your right to change your mind:

8.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.6.3 Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract. We also reserve the right to retain a deposit where services would have begun within the next 3 months.

8.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

8.7.1 If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 8.2.

8.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 9. **Our rights to end the contract**

9.1 We may end the contract for a product at any time by writing to you if:

9.1.1 You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. For general service contracts, exercising this right to end the contract does not waive our right to pursue full legal payment or compensation for works already commenced or committed to under Clause 7.6 or Clause 11.4 and 11.5.;

9.1.1.1 Notwithstanding Clause 9.1.1, where a booking is made for a specific, non-replicable event date (such as a wedding), the 50% deposit required under Clause 15.8.1 must be paid within 14 calendar days of our order confirmation. If the deposit is not received within this timeframe, we

reserve the right to terminate the contract immediately without notice, release the date back to the general public for booking, and accept alternative clients for that date;

9.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

9.1.3 You do not, within a reasonable time, allow us to deliver the products to you or collect them from us;  
or

9.1.4 You do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may write to you to let you know that we are going to stop providing the product. We will let you know at least 3 months in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 10. **If there is a problem with the product**

10.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01234 63 7777 or write to us at hello@influenceproductions.co.uk.

10.2 If you wish to exercise your legal rights to reject products:

10.2.1 Where the product is goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01234 63 7777 or email us at hello@influenceproductions.co.uk for a return label or to arrange collection.

10.2.2 Where the product is a result of services, we factor in two hours for revisions to the product. After this time allocation has been used, we reserve the right to charge £75 per hour for additional revisions to the product.

## 11. **Price and payment**

11.1 The price of the product will be the price set out in the Order or an estimate or quote supplied by us. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay depends on what product you are buying:

11.4.1 For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11.4.2 For general services (excluding weddings, which are governed strictly by Clause 15.8.1), you must make an advance payment which is unique to all orders, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 14 calendar days after the date of the invoice.

- 11.5 If you do not make payment to us by the due date, we reserve the right to charge interest on the overdue amount.
- (a) For Business Clients: Interest will be charged at the statutory rate of 8% a year above the Bank of England base lending rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
  - (b) For Consumer Clients: Interest will be charged at a rate of 4% a year above the Bank of England base lending rate.

This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount.

11.5.1 Late Payment Compensation: In addition to interest, we reserve the right to charge you for all reasonable costs and expenses incurred by us (including debt collection agency fees and legal fees) in recovering the overdue amounts from you.

11.5.2 Administration Fee: A monthly administration fee of £25 may be applied to your account for every month the balance remains unpaid beyond the agreed payment terms, to cover the administrative overhead of managing and chasing the overdue debt.

- 11.6 If you think an invoice is wrong please contact us promptly to let us know.

12. **Our responsibility for loss or damage suffered by you**

- 12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

- 12.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we did not ourselves incur.

12.4 Where you are purchasing services for commercial, corporate, or business purposes, we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Our total aggregate financial liability to a Business client for any single claim or series of related claims arising out of this contract shall be strictly capped at the total amount paid by the client for the specific project in question.

13. **How we may use your personal information**

- 13.1 We will only use your personal information as set out in our privacy policy.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

14. **Other important terms**

- 14.1 We may transfer our rights and obligations under these terms to another organisation.

14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 14.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 14.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.7 The terms in Clause 15 and 17 of this contract will only apply when you purchase a photo or video related product or service, and for studio renting services Clause 16 will apply as well. If you are unsure if this applies to you please contact us requesting confirmation.
- 14.8 Clauses 15, and 17 for all video production and livestreaming services and Clause 16 for studio rental (including all respective sub-clauses) shall take absolute precedence over all other terms and conditions contained within this contract whenever the specified services are purchased. In the event of any conflict, inconsistency, ambiguity, or discrepancy between the provisions of Clause 15, Clause 16 or Clause 17 and any other clause in this contract, the provisions of Clause 15, Clause 16 and Clause 17 shall prevail to the extent of that inconsistency.
15. **Terms specific to photo and video products and services**
- 15.1 Influence Productions retains the underlying copyright to all captured footage, audio, and creative materials. Upon full settlement of the final invoice balance, we grant the client a perpetual, worldwide, exclusive license to utilize, broadcast, and distribute the final edited deliverable for its intended personal or commercial purpose. Additionally:
- 15.1.1 We do reserve the right to use extracts from that footage to demonstrate our product as part of our marketing mix. This does not automatically mean will use it but the right to do so is retained.
- 15.1.2 We reserve all underlying creative rights to raw unedited footage. Raw footage assets can be added to the client's usage license upon request, subject to the retention of our marketing rights under Clause 15.1.1 and the payment of a raw asset release fee calculated as 50% of the baseline costs of filming (i.e., if the client has paid £300 for a shoot, raw footage is licensable for an additional £150). The transfer of this footage will be via a harddrive, we will charge an additional £75 per 1TB of footage in order to purchase the harddrive necessary for the transfer.
- 15.2 We will never knowingly use protected content from third parties and if for any reason you supply to us or ask us to use any form of material to include in our product on your behalf, we will do so on the understanding that you have sought the appropriate permissions to use that material for that purpose and further you agree to indemnify us from any claims made against us for the use of such materials, this includes the use of AI generated assets.
- 15.3 We value your custom and will do all we can to provide you with a solution that really satisfies your needs. That said we thrive and survive based on the quality and character of our creative work. While we do all we can to accommodate you, we must not and will not jeopardise our good name by producing something that is not in keeping with our core values and creative style or is not of a standard that we would be happy to put our name to.
- 15.4 Some processes such as outdoor videography or aerial work are subject to constantly changing factors outside of our control such as the weather and flight restrictions. We are aware of these factors and will communicate with you on the lead up to the project shoot if there are any concerns. However, we reserve the right at all times to cancel and reschedule a shoot, or to not carry out specific aspects of it due to factors out of our control. We will make alternative arrangements where possible, however these may be chargeable.
- 15.4.1 Drone & Aerial Operations: Where the project involves aerial photography or videography using Unmanned Aerial Vehicles (UAVs / Drones), all operations are subject to strict legal, safety, and environmental limitations.
- (a) Pilot Discretion: Influence Productions' qualified drone pilot retains absolute, sole authority on the shoot day to cancel, suspend, or restrict flight operations due to adverse weather conditions (including but not limited to high winds, rain, or low visibility), structural hazards, airspace restrictions, or safety risks to the public or crew.

- (b) Airspace Permissions: While Influence Productions will undertake standard pre-flight planning and seek necessary permissions, certain locations may be subject to sudden flight restrictions or local authority bans outside of our control.
- (c) Remedies and Fees: If aerial services cannot be performed due to weather, regulatory, or safety factors outside of our control, but the ground-based filming elements of the shoot day proceed successfully, the shoot remains fully chargeable at the agreed baseline project rate. Influence Productions shall have no liability for the absence of aerial footage, and such absence does not constitute a defect or breach of contract. Where possible, and subject to an additional logistical fee, a standalone re-shoot for the drone elements may be arranged on an alternative date by mutual written agreement. Where the shoot only required aerial videography a deployment fee of £150 will apply.

- 15.5 Where a formal project proposal is supplied, it shall dictate the creative brief. In the absence of a formal proposal, the scope of work, creative direction, and deliverables shall be defined by the written correspondence (including emails or digital messaging) exchanged between us prior to the booking confirmation. By proceeding with the booking, you agree that these communications constitute the agreed creative brief. We also understand that changes may be needed during the process. Once the filming is completed, we will factor in two hours for revision. After this time allocation has been used, we reserve the right to charge £75 per hour for additional revisions.
- 15.6 We appreciate that change is a constant in business and on that basis, there may be times when mid-stream you have to change vision or scope of the work you require from us. If and when this is the case, we reserve the right to issue, with approval prior to the implementation of such changes, a variation to the agreed fee. This fee adjustment will need to be agreed prior to the continuance of the work.
- 15.7 All our dealings with you will remain confidential and we expect the same from all our clients. We ask that you respect our processes and data as we will yours. All of our conversations will be kept confidential and will not be shared with any individual, group of individuals or organisations, save for where we are required to do so by law. However, with consent provided by yourself, we may share certain details on our social media as part of our marketing mix.
- 15.8 All project proofs, drafts, and deliverables across all production types shall remain watermarked until final payment balance has been received in full. Our general payment terms are clearly marked on all our invoices and specific terms will be agreed with you prior to work starting. We reserve the right to request a deposit, and this will be agreed at the start of our relationship with you.
- 15.8.1 Wedding Specific Payment Terms: For all consumer wedding bookings, a deposit of 50% of the total estimated value is required within 14 days of invoice receipt to secure the videography services for your chosen date. Subject to any statutory 14-day cooling-off periods under the Consumer Contracts Regulations 2013 (where applicable), this deposit is non-refundable to cover the immediate exclusion of other commercial opportunities for that date. The remaining balance of the contract must be cleared in full no later than 14 calendar days prior to the wedding event date. No filming or production work will commence on the event date if an outstanding balance remains.
- 15.8.2 Consumer Performance Waiver: Where you are a Consumer and explicitly request that our services (such as pre-production or filming) begin within the statutory 14-day cancellation cooling-off period, you acknowledge that you will be liable to pay a pro-rata amount for all services performed up to the point of cancellation, and you entirely waive your right to cancel once the services have been fully performed.
- 15.9 Once we have started work, which will not be before we have agreed all the terms and conditions, any deposit made will not be refundable in the event of your cancellation of the project unless required by law (See clause 7). If you need to cancel the contract once production has started, we reserve the right to charge a pro-rata amount. This will be based on a full statement of time and cost incurred by us during the process to that point.
- 15.10 Once a draft of revision has been delivered you, the client, have 30 days to respond with any further revisions or accept the final product. Revisions are limited to two rounds of feedback, up to a combined maximum of two hours of editing time. If this time period is exceeded the project will be marked complete and will be fully chargeable. From this point any revisions will be chargeable.
- 15.11 Once the creative brief has been established (via a formal proposal or confirmed written communications as per Clause 15.5), any subsequent changes to the foundational vision, project scope, or deliverables after

filming has commenced will incur a fair and reasonable charge to reflect the additional rework required to fulfill your amended needs

- 15.12 We maintain comprehensive Professional Indemnity Insurance and utilize industry-standard redundant backup procedures on our data storage solutions. However, data storage carries inherent risks and unfortunately from time to time any of our video production equipment can fail through no fault of our own. While we use all reasonable care and skill, in the highly unlikely event of total post-shoot digital data loss or corruption, or equipment failure on a shoot day, our total aggregate financial liability to the client shall be strictly capped at a full refund of all fees paid to us for that specific project or shoot day. We shall have no liability for consequential or indirect losses, and post-production rates will not be chargeable under this scenario. We always recommend our client takes out their own event insurance to cover third-party costs.
- 15.12.1 In the alternative to a full refund, the Client and Influence Productions may mutually agree in writing to schedule a re-shoot of the affected project or shoot day. Where a re-shoot is agreed under Clause 15.12, Influence Productions shall waive its own production and equipment fees for the replacement shoot day. However, the Client shall remain solely responsible for securing, booking, and funding all third-party costs required to execute the re-shoot, including but not limited to venue hire, permits, talent/actor fees, and external contractor fees.
- 15.13 By working with us on a shoot, you take on the responsibility of informing all relevant parties that the shoot will take place, and consequently obtaining all relevant permission. We will not be liable for any problems as a result of our work. If you require more guidance on this please get in contact.
- 15.13.1 If a shoot is delayed, cancelled, or cut short due to the Client's failure to secure necessary permits, location clearances, or talent releases, the shoot remains fully chargeable, and any rescheduling will incur full day-rates.
- 15.14 Where we are contracted to film on a day that cannot reasonably be re-arranged (such as a wedding) and the agreed videographer falls ill or cannot reasonably attend the shoot for reasons out of their control a replacement videographer of equivalent knowledge and expertise will attend on the day. We acknowledge the right for you, the consumer, to refuse the replacement in which case you will be required to end our contract in which case the contract will terminate immediately, Influence Productions will issue a full refund of all sums paid, and shall have no further liability to the client for any direct or consequential losses arising from the cancellation. (See clauses 7 and 8).
- 15.15 We shall be entitled to be reimbursed by yourself for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to us providing you with vouchers, receipts or other evidence of actual payment of such expenses. This includes travel infrastructure costs (e.g. £0.45 per mile), parking permits, and clean air zone charges.
- 15.16 For any shoot day where our production crew is required to be on-site for more than six consecutive hours, the Client agrees to provide a substantial hot meal ("Vendor Meal") to each crew member at no cost to Influence Productions.
- 15.16.1 Meals must be served to our crew in coordination with the event or shoot timeline. For livestreaming, broadcast, or timeline-critical filming days, meal times must be strategically scheduled during non-critical windows to ensure continuous, unmonitored broadcast intervals are utilized for crew breaks, without leaving active streaming or production equipment completely unattended.
- 15.16.2 In the event that a hot meal is not provided within six hours of our crew's arrival on-site, the crew shall be entitled to a forty-five minute off-site break to source food, and a baseline sustenance fee of £20 per crew member will be added to the final invoice, irrespective of the day schedule. Influence Productions shall not be held liable for any missed footage, stream disruptions, or production delays that occur during an off-site sustenance break resulting from a failure to provide adequate on-site meals.
- 15.16.3 The fees agreed in the project proposal or written correspondence are based on a standard production day of up to twelve consecutive hours on-site (inclusive of crew breaks). If a shoot day runs over twelve due to schedule slippage, client delays, or direct requests from the Client, any additional time on-site will be classified as overtime. Overtime will be billed to the Client and added to the final invoice at a rate of £100 per hour, per crew member present on-site. Any fraction of an hour over the first fifteen minutes will be rounded up and billed as a full hour of overtime.
- 15.17 Upon complete sign-off or completion of a project, the client has a strict 30-day window to declare file storage preference. The client may either provide written consent for the permanent erasure of files, or purchase

physical hard-drive asset archiving from us charged at a fixed rate of £75 per 1TB of data (plus any associated delivery costs). If no explicit written command or hard drive storage layout is finalized and paid for within 30 days of project closure, all RAW files on our server infrastructure will be permanently deleted.

- 15.18 Finished project files and deliverable links hosted via digital cloud spaces (such as Google Drive) will remain live and accessible for download for a period of exactly 6 months from the date of final delivery. Following this 6-month threshold, active download links will expire. Retrieval or restoration of files from our master archives after expiration will be subject to a flat administrative fee of £50, subject to data availability.
- 15.19 We retain absolute creative and artistic control over the editing, sound design, and color grading of the deliverables. Disagreement with purely artistic choices does not constitute a defect or a valid reason to withhold final payment. The client warrants that they are familiar with Influence Productions' previous portfolio and creative style, and matches their expectations to this aesthetic.
- 15.20 If a project is delayed by more than 45 days due to a lack of response, missing assets, or delayed feedback from the Client, we reserve the right to archive the project, invoice for all work completed to date, and apply a £150 restart fee to re-schedule production. Furthermore, if a project remains paused or un-started due to Client inaction for more than 90 days, Influence Productions reserves the right to terminate the contract entirely, retaining all deposits and monies paid to date, with no further obligation to deliver the final product.
- 15.21 While we reserve the right to cancel and reschedule outdoor or aerial work due to adverse weather or safety conditions as per Clause 15.4, if a commercial or business shoot day is postponed by the client due to weather within twenty-four hours of the scheduled call time, we reserve the right to apply a fee equal to 50% of the daily rate to cover crew retention and logistics costs.

#### 16. **Terms specific to rental services**

- 16.1 Bookings can be cancelled or rescheduled up until the date of the booking and in the case of cancellation a full refund will be given. On the day there will be no refunds or reschedules.
- 16.2 Food and drink may be allowed onsite however you and your party must listen to staff present and only consume food and drink where they permit you to do so for the safety of our equipment and cleanliness of the space.
- 16.3 We ask that you and your party listen to all instructions given by staff within reason whilst you are onsite, these instructions are for the safety of yourself and the equipment, you and your party may be asked to leave without a refund if you are disobeying instructions.
- 16.4 By using the space, you and your party are accepting responsibility for the equipment and will be held liable for any damage to equipment or the space whilst you are onsite, we charge you for all expenses incurred and may charge additional for disruption to business where reasonable.

#### 17. **Terms specific to livestreaming services**

- 17.1 Independent Platform Liability: We utilize third-party content delivery networks and streaming platforms (including, but not limited to, YouTube, Vimeo, Facebook, Twitch, and Zoom) to host, transmit, and deliver live video broadcasts. The client acknowledges that we have no direct control over the core infrastructure, server stability, up-time, or technical operational status of these independent platforms. Consequently, we cannot be held legally or financially liable for any transmission disruptions, stream stuttering, frame drops, regional service outages, platform account suspensions, or abrupt stream terminations caused directly by these third-party systems or their respective infrastructure.
- 17.2 Connectivity Infrastructure and Signal Failure: The transmission quality, resolution, and overall stability of a live broadcast are fundamentally dependent on the network bandwidth and connectivity infrastructure available at the event location.
  - 17.2.1 Venue-Supplied Internet: Where the client requires us to utilize an internet connection provided directly by the venue (whether hardwired ethernet or Wi-Fi), the client assumes absolute responsibility for ensuring that the venue provides a dedicated, stable network line meeting our minimum required upload speeds, completely unencumbered by guest usage.

- 17.2.2 Cellular Data Networks (4G/5G): Where we utilize our own mobile cellular bonding equipment, we cannot guarantee absolute stream stability, continuity, or high-definition resolution in environments with poor regional cellular coverage, subterranean/thick-walled venue structures, or extreme localized cell tower network congestion.
- 17.2.3 Technical Fallback Strategy: In the event of an unavoidable network degradation or total connectivity failure outside of our reasonable control, our on-site crew will prioritize maintaining an uninterrupted high-quality local recording of the event on our physical camera hardware. A polished, pre-recorded version of the full event will then be uploaded to the delivery platform post-event. Under these circumstances, the livestreaming service shall be deemed successfully fulfilled and remains fully chargeable.
- 17.3 Broadcast Licensing, Copyright, and Automated Takedowns: The client assumes absolute and sole legal liability for identifying, securing, and paying for all necessary synchronization, public performance, master use, and digital broadcast licenses required for any music (including background audio, DJ sets, or live band performances), media assets, or copyrighted material played during the live broadcast. If a livestream broadcast is automatically muted, flagged, penalized, or completely taken down by a platform's automated copyright enforcement algorithms due to unlicensed material present at the event, we shall have zero liability to the client, no breach of contract shall have occurred, and no refunds or fee reductions will be issued.
- 17.4 Environmental and Power Limitations: We shall not be held liable for any live broadcast interruptions, hardware damage, or transmission dropouts resulting from localized power surges, building-wide power failures, or faulty electrical supply lines provided by the venue. Furthermore, we are not responsible for transmission failures or wireless signal degradation caused by physical positioning restrictions or safety zones strictly imposed upon our crew and equipment lines-of-sight by the venue's management, security, or event coordinators.

## **PRIVACY STATEMENT**

We, Influence Productions, are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

### **Data Protection Act 2018**

We are registered under the Data Protection Act 2018 and comply with the Act in all our dealings with your personal data.

### **Use and collection of personal information**

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.
- To contact you further in regard to our goods and services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please contact us at [hello@influenceproductions.co.uk](mailto:hello@influenceproductions.co.uk) or call us on 01234 63 7777.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.

- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

## **Cookies**

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site.

Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form. Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive.

However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org).

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone or post. Our phone number is 01234 63 7777, or you can e-mail us on [hello@influenceproductions.co.uk](mailto:hello@influenceproductions.co.uk).

## **Security**

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

## **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by contacting us.

## **General**

You have the right to see personal data (as defined under the Data Protection Act 2018) that we keep about you upon receipt of a written request. Any request should be sent to:

Influence Productions  
Unit 326, Bedford Heights  
Brickhill Drive  
Bedfordshire  
MK41 7PH