

Terms & Conditions

1 – Sending & Return of Your Source Media

1.1 Our Postal Service

Liability During Transit:

The Video Converters are not liable for any damage or loss of your media during transit to us or from us, whether the transport is arranged by us or by you, the customer. Customers are strongly advised to use a tracked delivery service that requires a signature upon delivery when sending their source media to us. The responsibility for sending the tapes rests solely with the customer.

Delivery Method:

We utilise a range of signed-for and tracked services to return your video/cine films and DVDs. Most mainland UK customers will have their orders returned via Royal Mail tracked service.

Media Transfer and Digitising Services:

The Video Converters provides media transfer and digitising services only. We do not manage or coordinate the shipment of your media to or from our premises. Any services purchased from us are executed under a shipment contract. The risk of loss for your media transfers to The Video Converters only upon its arrival at our premises. The risk reverts to the customer once we hand over the completed media to our chosen postal provider or carrier.

Review and Approval of Transferred Media:

Upon successful transfer, The Video Converters shall dispatch the converted footage via disk, USB stick, or a digital link to the MP4 files on our cloud storage. It is the customer's responsibility to review the delivered conversions and formally notify The Video Converters of their approval or report any issues. Should the customer approve the conversions, the original media will be returned upon request.

Disposition of Original Media:

If The Video Converters does not receive any notification from the customer within three months from the date of delivery of the newly transferred footage, we will presume consent to dispose of the original tapes/reels. Following this period, The Video Converters will undertake the safe disposal of the original media unless directed otherwise by the customer.

Requirement for Tracking:

Customers are required to use a delivery service that provides tracking and requires a signature upon receipt when sending their source media to The Video Converters. In the absence of evidenced tracking information, The Video Converters cannot verify that the materials have arrived at our premises. Consequently, any claims of loss for materials sent without tracking will

not be acknowledged, and the responsibility for the loss will rest entirely with the customer. It is strongly recommended that customers retain their tracking information and ensure that their shipments are adequately insured to protect against potential loss during transit.

Acceptance of Terms:

The postal address of The Video Converters will be disclosed at the point of ordering. By proceeding with the order and receiving the postal address, the customer unequivocally shows acceptance of these terms and conditions.

Order Acceptance and Initiation:

Under no circumstances should any media be sent to The Video Converters without prior acceptance of the order by us. The transaction is considered initiated when The Video Converters provide the customer with the postal address for sending their media. Receipt of the postal address by the customer indicates their agreement to these terms and conditions and formally starts the service process.

1.2 Our Drop-off & Collection Service

Service Overview:

The Video Converters offers a Drop-off and Collection service for customers preferring to deliver and retrieve their media in person. This service is available by prior arrangement only.

Drop-off Instructions:

Customers may drop off their source media directly to our premises. The specific drop-off address will be provided at the time of ordering. The disclosure of the drop-off address is contingent upon the customer's unequivocal acceptance of these Terms and Conditions.

Collection Instructions:

Upon completion of media transfer, customers will be notified and must collect their original and converted media from our premises. Collection details, including timing and location, will be provided upon completion of the transfer service.

Customer Responsibilities:

It is the customer's responsibility to drop off and collect their media within the specified times provided by The Video Converters. Customers must notify The Video Converters if there are any delays or changes in their ability to drop off or collect their media.

Holding Policy:

Post completion of the media transfer, The Video Converters will hold the customer's media for a maximum of 30 days. If the media is not collected within this timeframe, The Video Converters reserves the right to dispose of the media in a secure manner, unless prior arrangements have been made and documented.

Liability:

The Video Converters is not responsible for any loss or damage to media that occurs while the media is not on the premises of The Video Converters. This includes, but is not limited to, loss or damage during transit to and from The Video Converters.

Acceptance of Terms:

By utilising the Drop-off and Collection service, the customer acknowledges and agrees to these Terms and Conditions.

on the basis that their value does not exceed that of the replacement value of the original blank media" through "17 – Reselling of Transfers" are as follows:

1.3 Valuation of Orders

Orders are accepted on the basis that their value does not exceed that of the replacement value of the original blank media.

2 – Safety of Your Source Material

We always take exceptional care with your tapes. In the unlikely event of us causing damage to or loss of any of your material, we will compensate you up to the purchase value of the original media. Please Note: This does not apply to tapes that have arrived in a damaged or unusable state or tapes that are damaged during playback due to defects or general age.

3 – DVD and Media Player Compatibility & Guarantees

The DVD disks that we produce are high-quality industry-standard DVD-R disks. Digital files are MP4. It is the customer's responsibility to ensure the compatibility of their playback equipment and software.

4 – In Case Of Problems With Your DVD Disk

If you experience a problem with your order you must contact us within 7 days, describing the problem. We cannot, however, be held responsible for damaged/mishandled disks or incompatible players. It is the customer's responsibility to protect the supplied DVDs from scratches or other damages.

5 – Your Responsibility

WE WILL NOT ACCEPT and it is your responsibility to ensure that the source media supplied SHALL NOT contain material classed as 'Prohibited Content' and must comply with current laws of shipping audio/visual material. Prohibited Content generally includes any content that is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate; copyrighted material used without the express permission of the copyright owner; content that violates the rights of others; content that contains harmful code; or content that advocates illegal activity.

The Video Converters reserves the right to pass any infringements of this Prohibited Content to the relevant authorities if deemed necessary.

6 – Money Back Guarantees

Any "Money Back Guarantees" if offered, exclude any incurred delivery charges both inwards and outwards unless stated otherwise.

7 – Disclaimers

The Video Converters 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.

8 – Currency

All prices quoted are in UK Pounds (GBP) unless stated otherwise.

9 – Methods and Terms of Payment

We accept payment via bank transfer or PayPal, which means debit/credit cards can be used. Cash can be paid on drop-off and collection orders. No payment is required until the footage is ready and no footage will be sent to the customer, or be allowed to be collected until payment is made.

Currently, we do not accept cheques or card details over the phone.

10 – Postage Charges

There is a £5 fee for our return postage added to each postal service order.

The cost of sending footage to The Video Converters is the responsibility of the customer.

11 – Discs

All the discs we produce may carry our branding and are provided on the basis that you are the end customer. They shall not be resold without our express permission.

13 – Refund Policy

If you have any reason to claim a refund, please contact us by email. We aim to refund you by the same method of payment as you paid, if appropriate.

14 – Quality of Transfer

We aim to achieve the best quality transfer from your original tapes. The transfer of each tape is individually supervised and monitored. Quality can also be greatly affected by the age and condition of your tapes. Dust, mould and dirt can degrade tapes. Damp and humidity will also have a major effect. If there is a major problem with your transfer, we do endeavour to contact you. However, the decision to do so is very subjective, and we generally work on the basis that if we can achieve a reasonable transfer from a poor condition tape, we should do so. We reserve the right to make a subjective determination on whether a tape, despite any quality issues, is watchable. If deemed watchable, we will proceed with the conversion to ensure the content is preserved rather than being lost permanently. This decision should be accepted by the customer.

15 – Content Checking of your Submitted Materials

We do not, as part of our normal service, check and report on the content of your originals.

16 – Backup and Security of MP4 Files

We aim to keep internal backups of all MP4 files captured for 30 days. Our MP4 Cloud storage is provided by Google or another third party provider of our choice. We reserve the right to withdraw or close our cloud storage at any time without notice. We do not guarantee our backups or Cloud Storage in the event of any technical failure in our equipment or

that of our third party providers. We stress that you must take your own backups and consider your own cloud storage. By placing an order, you accept responsibility for taking all steps needed to store and safely backup your files. We choose our online and partner providers carefully, but responsibility for the provision of that service passes to them once you place an order. By placing an order, you also agree that all responsibility for GDPR and security of your files passes to our chosen provider and that you indemnify us from any problems arising from our use of that provider.

17 – Reselling of Transfers

This service is a business-to-customer service, and our transfers are not to be resold without our express permission. Using us on a business-to-business basis will immediately indemnify us from any losses that are incurred for any reason and will be deemed as a breach of our terms and conditions.