

TERMS & CONDITIONS

Agreement: It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by the photographer in writing.

Booking fee: The booking fee of £300 secures the services of the photographer for the wedding day agreed. This serves as a non-refundable deposit. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time. Bookings are made strictly on a first come first served basis. Dates will only be reserved upon receipt of a full deposit.

Payments: The balance of payment for wedding services must be paid no later than one month prior to the wedding date. Additional payments for all albums, re-prints, enlargements etc. must be paid for in full at the time of ordering. The client may order as many photographs for their album as they require, within the constraints of the page size and number of pages ordered.
VAT is not applicable on any of our prices.

Display: We, the client, hereby agree to allow the photographer to display any photographs covered by this contract in his studio, portfolio, internet site, display areas, exhibitions, competitions or slide shows. Should there be any difficulties with this please raise them prior to the wedding. No other use of the images will be made by the photographer for other commercial reason except with the written permission of the client.

Photographs: All photograph sizes are nominal. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials, especially man-made fibres. It is sometimes impossible to record on film the exact colour of materials as seen by the human eye; therefore all colour balances are purely perceptual.

Copyright: The 1988 Copyright Design and Patents Act section 77 & 80 assigns the copyright of the photographs taken, whether stored digitally or otherwise, to the photographer. It is contrary to the Act and an offence to copy or allow to be copied, the photographs covered by this contract by any means.

Force Majeure: The due performance of the work detailed above is subject to the photographer's alteration or cancellation owing to any cause beyond his control. In the unlikely event of the photographer's cancellation the following will apply:

- a) with agreed fees remaining unchanged.
- b) Arrangements will be made for another photographer of comparable qualification to cover the event. If this is not possible or acceptable a full refund will be given of all monies paid to the date of cancellation.

Negatives/Digital Files: The negatives/digital files shall remain the property of the photographer.

Licence: The photographer shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The photographer's judgement regarding the location/poses and numbers of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

Cancellation: The client may cancel this contract at any time by giving written notice to the photographer but in so doing will forfeit any monies paid.

Limitation of Liability: In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

Complaints: In the unlikely event of a complaint arising from the work the photographer will do all that is reasonable to ensure the matter is resolved promptly and fairly. The photographer holds both public liability, and professional indemnity insurance.

Jurisdiction: This agreement is governed by English Law.