

## **WEDDINGS : TERMS and CONDITIONS**

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 photography/creation fee of £150 secures the time and services of the photographer for the wedding (This fee constitutes a non-refundable retainer). 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 remainder of the fee is due to be paid approx one month before the wedding date. Please note the images will not be released without the final payment. Payment for all albums, re-prints and enlargements must be paid for in full at the time of ordering.

**Display:** I/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.

**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/digitally the exact colour of materials as seen by the human eye; therefore all colour balances are purely perceptual.

**Content:** It is the responsibility of the Bride and Groom to advise the photographer in writing, prior to the wedding of any specific photographs they require of individuals attending the wedding or details (e.g. flower arrangements table settings etc). Whilst the photographer will make every effort to supply as comprehensive photographic coverage as possible he cannot guarantee to supply images of every wedding guest or associated detail. It is the responsibility of the Bride and Groom to advise all their guests that the photographer, time permitting will make himself available to those guests who require a photograph of themselves either individually or with others.

**Retouching:** Any additional retouching and art finishing is available as an optional extra and will be charged at cost.

**Copyright:** The 1988 Copyright Design and Patents Act section 77 & 80 assigns the copyright of the photographs taken, 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. Unless the photographer authorizes in writing.

**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 full refund will be given of all monies paid to the date of cancellation. There will be no compensation payable and the client is advised to take out insurance to cover such an eventuality.

**Negatives:** The negatives, prints and digital images remain the property of the photographer.

**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 public liability insurance.

**Jurisdiction:** This agreement is governed by English Law.