

# TERMS

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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:** A deposit payment of £300.00 secures the time and services of the photographer (this payment constitutes a non-refundable retainer). A second and final payment is then due one calendar month before the wedding date. 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.

**Albums:** Any album purchased prior the wedding, as part of a package must be ordered within six months post wedding date. After this period any rise in album wholesale costs will be passed to the client in full.

**NB** Any increase in Government taxes will be passed on to the client in full.

**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:** 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 the exact colour of materials as seen by the human eye, therefore all colour balances are purely perceptual.

**Retouching:** Any retouching and art finishing is available as an optional extra. Quotes available on request.

**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.

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

**Digital files:** Digital image files, where purchased as part of a package are licensed to the client for any personal use for an indefinite period of time. The images may not be used for promotion, advertising, re-sale or any other commercial purpose without prior consent of the photographer.

**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/ arrangements will be made for another photographer of comparable qualification to cover the event with agreed fees remaining unchanged. B/ If this is not possible a full refund will be given of all monies paid to the date of cancellation.

**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.

*Sam Dawson Photography*