



## TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions “the photographer” shall mean Nicola Mackrill trading as Nicola Mackrill Photography - Weddings By Nicola. “The client(s)” shall be those persons defined as Partner 1 and Partner 2 in the wedding booking. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### **Booking Fee / Deposit Payments**

A non-refundable booking fee of £250 as well as full acceptance of these terms and conditions secures the time and services of the Photographer for the wedding and is nonrefundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the wedding day. 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.

### **Wedding Arrangements**

The details of the wedding arrangements are to be agreed beforehand in writing, a wedding day details form will be sent one month before the wedding date. The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

### **Cancellation**

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

## **Display**

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

## **Images**

All image sizes are nominal. The Photographer/s 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 or digitally the exact colour as seen by the human eye. Raw files will not be released, and the photographer cannot guarantee the exact number of photographs provided.

For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

## **Retouching**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images delivered to the client shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

## **Storage of Images**

Original digital files are kept for six months, after which time they may be deleted without notice unless expressly stated otherwise by the Photographer.

The Photographer reserves the right to amend these Terms and Conditions without prior notice.

## **Prints / Reorders**

All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

## **Copyright**

The copyright Designs and Patents Acts assign the copyright of the images to the photographer.

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/ electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing.

### **Licence**

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

### **Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. Although all equipment is checked regularly and reasonable steps

are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

### **Attendance**

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

### **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.

### **Personal Accident**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

## **Guest Cooperation**

The Client is responsible for the conduct of their guests. The Photographer will not tolerate verbally or physically abusive behaviour, nor will the Photographer share their time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken.

If the Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the Photographer. The client understands that in such an event, no refunds will be granted and any damage to equipment will be the responsibility of the client to replace or repair.

## **Image Delivery**

Images will be available to download, print and share from the online gallery within 6 weeks of the wedding. Online galleries expire after 12 months, it is the clients responsibility to ensure the files are downloaded and backed up within this time.

## **Complaints**

Any complaints should be made in writing within 14 days of receipt of your wedding photographs. Complaints will be responded to within 7 working days.

**Payment of the Booking Fee confirms acceptance of these terms.**