

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following conditions of contract “the photographer” shall mean Steve Coldray or, subject to condition 7b) below, any photographer(s) appointed by Willerby Photos. “The Clients” shall be those whose name appears on the Booking. If the clients arrange for a third party to meet the costs of this Booking the contract remains with the clients. The due performance of the contract is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by the photographer in writing.

1. Copyright: The 1988 Copyright Act assigns the copyright of the images to the photographer. It is contrary to the Act, and therefore illegal, to copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the photographer or his appointed agents, without granted permission.

- Permission is granted within each package for the client to reproduce any or all images for personal use. Permission is not granted for any commercial use of the images by the client or associates of the client.

2. Display: The Clients hereby allow the photographer to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the clients. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it may not always be possible to prevent determined persons from accessing these galleries.

3. License and Coverage:

a) The photographers shall be granted artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients’ requirements, the photographer’s judgment regarding the location, poses and number of photographs taken shall be deemed correct.

b) For bookings involving a church ceremony or at certain other venues, photographers’ movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting. The photographer cannot accept responsibility for limited coverage in such cases.

c) Whilst the photographer shall endeavour to fulfil all the Clients’ requirements, he cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

d) Any alterations made to the booking by the Clients once details have been confirmed may only be made at the discretion of the photographer. If unable to accommodate alternative arrangements (such as the change of ceremony date or venue) the photographer is not liable to compensate the client(s) in any way whatsoever.

4. Image Reproduction:

a) Owing to photochromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographer will endeavour to achieve a pleasing overall colour balance based on natural flesh tones.

b) It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable.

c) Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

d) Where images are made available for use with a personal computer the default operating system shall be Windows 7 home edition. Products may not function on other operating systems.

e) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players, particularly older models.

f) All print and presentation sizes quoted are approximate and subject to the discretion of the photographers.

5. Payment and Prices:

- a) A non-refundable deposit of £50 is required to secure the photographer's services for the day, with the balance (for the chosen package) due on or before the event.
- b) Extras to the package are payable at time of ordering; prices agreed at time of booking will be guaranteed.
- c) Reprint prices are subject to change without notice.
- d) Return journeys in excess of 50 miles attract a mileage charge of 40p per mile. Overnight accommodation may be required for weddings over 100 miles away.

6. Force Majeure: Whilst every care is taken, this contract is subject to alteration or cancellation by the photographer owing to any cause/s beyond his reasonable control, i.e Act of God, Fire, War, Road closure etc.

7. Cancellation:

In the event of cancellation by the photographer, or in the highly unlikely event of total photographic failure, the photographer's liability shall be limited to a full refund of any deposits and fees paid. Re-shoots may be arranged if practicable but the photographer will not be responsible for any further costs.

The photographer will endeavour to contact other photographers in the unlikely event that he is unable to attend your booking. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

If the Clients should have to cancel a booking the following cancellation fees will become due immediately: The Clients are entitled to a full refund including the £50 deposit if they withdraw within 14 days of booking.

The booking deposit of £50 will be forfeited on cancellations made after 14 days.

Cancellations between six months and a year prior to the wedding date incur a charge of 25% of the basic photographic service booked and administration costs of £100 but no charge for any optional extras or additional attendance.

Cancellations between one and six months prior to the wedding date incur a charge of 50% of the basic photographic service booked and administration costs of £100 but no charge for any optional extras or additional attendance.

Cancellations made within one month of the wedding incur the full cost of the basic photographic service booked, including optional additional attendance, along with an administration charge of £100 There will be no charge for optional extras.

Where the photographer is able to rebook the date with an equivalent booking, the cancellation fee will be reduced to the non-refundable deposit and administration fee only and any additional cancellation fees already paid will be refunded accordingly.

In the event of postponement, then at the discretion of Steve Coldray of Willerby Photos, and subject to availability, monies other than the booking fee may be applied to the new wedding.

It is essential to inform the photographer as soon as possible of any changes of venue, times, or contact details etc.