

LINDA SNEDDON

Photography

Terms and Conditions of Business

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

BOOKING FEE

A booking fee of £100.00 is required when the contract is signed. Dates are reserved only when the booking fee is paid. This sum will apply towards the contracted fee. *See also **Cancellation** section.

CANCELLATION

In the event of the client cancelling a booking for wedding photography the photographer reserves the right to charge a cancellation fee in accordance with the following scale:

- (i) The booking fee if cancelled more than 6 months prior to the wedding date.
- (ii) 30% of the agreed fee if cancelled between 3 and 6 months prior to the wedding date.
- (iii) 50% of the agreed fee if cancelled less than 3 months prior to the wedding date.
- (iv) 75% of the agreed fee if cancelled within 30 days of the wedding date.

Should the original date of booking of the cancelled wedding be re-booked by the photographer for a wedding with another party only the **booking fee** will be forfeit.

Should the cancelled wedding turn out to be a postponement then, at the discretion of the photographer and subject to availability, monies may be applied to the booking fee.

PAYMENTS

The balance of the payment for the services contracted for must be paid within the two weeks prior to the wedding. Payment for additional photographs and albums is made when these are ordered. Any bank charges incurred due to returned cheques will be debited to the client.

WEATHER AND DELAYS

Weather permitting the photographs will be taken as agreed. In the event of inclement weather the photographer, in co-operation with the client, will make the necessary changes to the schedule and will do her best to produce coverage of the wedding within the time allocated to her. Similarly, when delays occur due to circumstances outside her

control, the photographer will stay on beyond the agreed time but will, at her discretion, charge an additional fee for the extra time involved.

REQUESTED PHOTOGRAPHS

The photographer will try to honour requests for specific photographs subject to the following:

Weather and time permitting, availability and the co-operation of the person(s) concerned.

While it is useful to have a list of desired photographs available, this can only be used as a guide and this list should be managed by a member of the wedding party i.e best man, usher or other designated person who would take responsibility of it on the day.

COVERAGE

The photographer cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other member of the wedding party not being ready on time, nor by the restrictions placed on the photographer by officials of the church, registry office or licensed marriage venues. The photographer does not guarantee any specific picture nor to include any specific background, location, props or arrangement although every effort will be made to interpret the client's wishes.

COLOUR MATCHING AND SIZES

The dyes used for clothing, particularly man made fibres do not always photograph in the manner in which they appear to the eye. When the photographs are printed to produce a pleasing flesh colour such materials may appear incorrect. The photographer will endeavour to achieve the closest possible colour match within the limitations of the materials and processes used. All quoted sizes are nominal and may be subject to a slight margin of error. The photographer accepts no liability for such minor variations in size.

COPYRIGHT

The copyright in all photographs created by the photographer shall remain the property of the photographer in accordance with the Copyright, Designs and Patents Act 1988. The clients shall have no right to reproduce, nor to authorise the reproduction of, by any means whatsoever, any photographs created by the photographer. This includes photocopying, scanning into a computer, photographing with a film or electronic camera, including a video camera, and producing a hard copy on paper, film, or similar medium and also recording an electronic image on a computer hard disk, or any tape, disk or other recording medium. Nor is it permitted to transmit or allow to be transmitted such images by cable, radio waves, or the internet. The client hereby acknowledges that infringement of the photographer's copyright is unlawful and may be a criminal offence.

NEGATIVES /DIGITAL FILES

All negatives or digital files created by the photographer shall remain the property of the photographer who undertakes to store all such files safely and make them available for

future reproduction for a minimum period of one year after the date of the wedding. Photographic prints will become and remain the property of the client. However the client specifically acknowledges that ownership of the prints does not imply ownership of the copyright in the images on them, or any right to reproduce, or authorise the reproduction of, such images. If the client has purchased full size images on CD permission will be given to reproduce these to whichever use the client desires. Copyright of the images still remains with the photographer.

PACKAGE INFORMATION

For the avoidance of doubt the following shall apply to set packages. Changes to photobooks and print sizes may be made with a price adjustment as agreed between parties up to 2 weeks prior to the wedding.

Package 1 (limited coverage):

Included in this package will be:-

Up to a maximum of 2 hours in attendance.

One small digital photobook (7 x 7 inch)

One 5 x 7.5 inch print of any image from the final online wedding gallery.

Package2 (standard coverage):

Included in this package will be:-

Up to a maximum of 5 hours in attendance.

One medium digital photobook (8 x 10 inch)

One 8x6 or 9 x 6 of any image from the final online wedding gallery.

Package3 (deluxe coverage):

Included in this package will be:-

Up to a maximum of 10 hours in attendance.

One large digital photobook (13 x 11inch/12 x 12inch)

Two small digital photobooks (7 x 7 inch)

One 8x6 or 9 x 6 of any image from the final online wedding gallery.

MIX n MATCH

Details as agreed between parties and as shown on the booking form.

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