

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions “the photographer” shall mean Nancy Lisa Phillips trading as Nancy Lisa Barrett Photography. “The client(s)” shall be those persons defined as bride and groom 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.

Prices

Prices assume a geographic coverage of a 40 mile radius of PR7, a greater coverage or an increased number of locations will be priced accordingly.

Deposit

A non-refundable deposit of 25% of the Wedding Package you have chosen shall be paid at the time of booking. Payment in full of the remaining balance will be due 2 weeks before the wedding day.

Wedding Arrangements

The details of the wedding arrangements are to be agreed beforehand in writing (email is acceptable). 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. The parties also agree to give the photographer/s sufficient warning for bouquet throwing, cake cutting, speeches etc. Please note, that not all guests like having their photographs taken, in such cases, the photographer/s will use their discretion but cannot be held responsible for the lack of photos of these people.

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. 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. Photographers are sometimes limited by the house rules of registers, ministers and venue managers as to what

can and cannot be achieved photographically, for example: is flash photography allowed, is any photography allowed, shooting from a specific area. In these instances we advise the parties to be aware of the rules and if necessary, negotiate with the people concerned.

Retouching

All images will be adjusted for exposure, brightness, contrast, sharpness, etc The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to Client at NO EXTRA COST.

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

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.