

## **TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES 2023**

**1.** 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.

### **2. Prices**

Package prices may go up and down to reflect trends/ conditions in the wedding industry. Prices will be fixed as quoted on booking and as stated in your paperwork. Prices stated on booking will be honoured, regardless of any current package prices or offers.

### **3. Booking Fee**

A non-refundable deposit of 10% 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.

### **3. 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.

### **4. Cancellation**

The Client may cancel this contract at any time by giving written notice to The Photographer, 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.

### **5. 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.

## **6. 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.

### **6a. Images**

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.

## **7. 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.

## **8. Copyright**

Supplied digital files remain the property of the photographer, Nancy Lisa Barrett Photography. Nancy Lisa Barrett Photography allows the client to share, store, print, copy all images for family, friends and personal use subject to no commercial or financial gain.

## **9. 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.

## **10. 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.

### **11. 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.

### **12. Government Restrictions**

If your wedding can't happen because of government restrictions then I will work with you to move your wedding to another date. I will provide an availability calendar ASAP and you can pick a date to postpone to. Please be aware, that if you end up choosing a date I don't have available then it's treated as a standard cancellation as above