

Emerald Event Photography

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TERMS & CONDITIONS

It is mutually agreed that the following terms and conditions form an integral part of this contract and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

In the following conditions of contract the "Photographer" shall mean Seán Hawkins trading as Emerald Event Photography or, subject to condition 9 below, any photographer appointed by Seán Hawkins. The "Client(s)" shall be whose name(s) appear on the contract.

If the Client(s) arrange for a third party to meet the costs of this contract the contract remains with the Client(s).

1) COPYRIGHT

The Copyright, Designs and Patents Act 1988 assigns the copyright of all images or copies of images, whether stored digitally or otherwise, to the Photographer. It is therefore contrary to the Acts, and illegal, to copy or allow to be copied by any means photographic, by computer or otherwise, by any person or machine other than by the Photographer or their appointed agents.

2) DISPLAY

The Client(s) hereby allow the Photographer to display any images covered by this contract in their studio, portfolios, and to generally promote the business in advertising, brochures, magazine articles, websites and other such materials, providing that the images used are used lawfully and without damage to the Client(s).

3) LICENSE

The Photographer shall strive to accommodate reasonable requests in regard to poses used, locations used and group shots taken. The Photographer shall however be granted artistic licence in relation to the poses photographed, the location used and the group shots taken. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the photographs requested.

4) COVERAGE

- a) Photographs taken during the course of the event will be at the discretion of the Photographer although every effort will be made to comply with the Client(s) requirements.
- b) The Photographer shall endeavour to photograph all individuals as requested by the Client(s) at some point, but no responsibility will be taken by the Photographer for any persons absent.
- c) The Photographer shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons.
- d) For a booking involving a church ceremony or at certain venues, the Photographers movements are sometimes restricted by the minister or official in charge. The area from which the Photographer is able to cover the ceremony may not be the Photographers choice and the Photographer cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate authorities before signing this contract.

5) REPRODUCTION

- a) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic paper.
- b) It is 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 of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- c) The Photographer cannot guarantee exact colour matching owing to anomalous reflections caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record the exact colour as seen by the human eye.
- d) Due to the limitations of computer monitors it is understood that images appear differently according to the specification of each monitor and prints will not match images rendered on any particular computer monitor.
- 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) 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, either at the shooting or processing stage.

6) PRICES

- a) The Client(s) agrees that they are liable to pay the full cost of the Wedding package purchased.
- b) Where the wedding date is no more than 12 months after the date of signing the contract, all photographic services undertaken on the wedding date are supplied at the prices ruling on the date of signing the contract. All reprint orders, if placed after six months of the wedding date, are supplied at the prices ruling at the time of receipt of the order.
- c) The Client(s) will be liable to pay any additional expenses incurred by the Photographer not already included within the contract price. This includes for example fees charged by some venues, and dispatch of prints etc. to non-UK addresses.

7) PAYMENTS

- a) A non-refundable deposit of 15% (paid by cash or cheque) along with a completed booking form and contract will confirm your booking. The deposit forms part of the cost of the Wedding Package and is deducted when calculating the final balance due. The deposit is refundable during your statutory 14-day "cooling off" period.
- b) The balance is due in full no later than two weeks prior to the contracted date (please allow sufficient time for cheques to clear).
- c) Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the Client(s).
- d) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing, high-resolution digital files and any other services offered after the event.
- e) Ownership of all goods remains with Emerald Event Photography until paid for in full by the Client(s).

8) COMPLAINTS

Any complaints should be raised by the Client(s) with the Photographer in writing within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the products purchased. This includes photographs, albums, discs and any other special services that have been agreed. The Photographer endeavours to respond to any complaints within 48 hours.

9) FORCE MAJEURE

- a) The due performance of the contract is subject to alteration or cancellation by the Photographer or the Client(s) owing to any cause beyond their reasonable control (e.g. sudden illness / injury / victim of crime / death).
- b) The Photographer may contact other photographers in the event that they are not able to attend your booking due to the clause 9a. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.
- c) In the event of cancellation by the Photographer, or in the unlikely event of total photographic failure the Photographers liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected.

10) DIGITAL FILES

The digital files shall remain the property of the Photographer and shall be kept for not less than five years from the wedding date.

Should digital files be lost, damaged or destroyed the Photographers liability shall be limited to a pro-rata refund of fees paid, but shall not include a refund for any goods already supplied. No refund will be due for any digital files lost, damaged or destroyed after five years from the wedding date.

11) ALTERATIONS / CANCELLATIONS

Please note that any alterations made to this booking by the Client(s) once details have been confirmed may only be made at the discretion of the Photographer and in some circumstances (such as the change of ceremony date for a wedding) the Photographer may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the Photographer is not liable to compensate the Client(s) in any way whatsoever.

The Client(s) may cancel this contract at any time by giving written notice to the Photographer but in doing so shall forfeit any monies already paid. If cancellation is received less than three months before the date of the wedding the following schedule applies:

Three months prior to the wedding – a payment equal to 25% of the total contract value is required

Two months prior to the wedding – a payment equal to 50% of the total contract value is required

Two weeks prior to the wedding – a payment equal to 100% of the total contract value is required

The said sum shall be payable as compensation as an estimate of the loss the Photographer would suffer.

In the event of Emerald Event Photography taking another wedding booking for your cancelled date a full unconditional refund of your deposit and monies paid shall be made.

12) ORDERS & RECEIPT OF GOODS

- a) The main wedding image print may take up to 10 working days to complete.
- b) The Photographer must be notified of any missing or damaged items on receipt.
- c) Due to the nature of the product the Photographer is unable to give exchanges or refunds. This does not affect your statutory rights.

13) PRIVACY

The Photographer may store your data (i.e. name, address, and telephone numbers) on a private database. This data will be used to contact the Client(s) and will not be made available to outside companies or individuals and will be destroyed after all orders are complete.

14) GOVERNING LAW

Any contract made between the Photographer and the Client(s) shall in all respects be governed by and construed in accordance with English law and the parties hereto submit to jurisdiction of the English courts.

15) INSURANCE

The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

16) LIMITATION OF LIABILITY

If the Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of nature or terror, or sickness or injury or other cause, then the Photographer may return all monies paid by the client(s) and shall have no further liability with respect to this Agreement. The Client(s) agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits the Photographer's liability to the refund of all monies paid under this contract. The liability of the Client(s) to the Photographer shall not exceed the value of the package price. Neither party shall be liable for indirect or consequential loss.

I have read and understood the above terms and conditions and agree to abide by the terms of agreement set out.

I understand that the terms of this agreement cannot be changed unless agreed by Emerald Event Photography in writing. I realise that this contract becomes effective immediately and agree my deposit is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights are not affected).

Signature: _____

Signature: _____

Print: _____

Print: _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

Please make cheques payable to **Emerald Event Photography**.

You should read this contract together with the terms of the service you have ordered. As with any contract you should consider taking independent legal advice.

Please sign this contract and return it with your 15% deposit to the above address. You will receive a copy of it for your records by return.