photoBECKET

Terms and conditions for wedding photography

(including civil partnership ceremony or any other analogous ceremony.)

This sets out your rights (the client) and responsibilities as well as ours (photoBECKET) under the contract. The contract will include much of this with details agreed.

1. We agree to supply to you wedding photography services in accordance with the contract which incorporates all the terms agreed between us and no variation shall apply unless agreed in writing and signed by both parties. We shall try to accommodate reasonable requests made by you and will let you know if this is not possible.

2. We will exercise the reasonable skill care and judgment expected of a professional photographer but we shall not be liable for events beyond our reasonable control. Under no circumstances will our liability to you, whether for breach of contract, negligence, breach of statutory duty or otherwise exceed the total amount that you have paid to us under this contract. If you

wish to have additional cover we would recommend you to consider taking out an insurance policy.

3. Any assistants helping us in this work will be polite, friendly, unobtrusive and smartly presented. They are all photographically competent and will act in a courteous manner when dealing with everybody.

4. A booking fee is payable by you on the signing of the contract which will be deducted from the total payable fee.

5. The balance of the fee is payable no less than 14 days before the date of your ceremony. A balance invoice will be issued one month before the date of your wedding. If the balance fee is not paid by the due date, we reserve the right not to provide any services until payment is made or treat the contract as cancelled. All prices include VAT and are fully inclusive including travel unless specified otherwise.

6. The fee includes the time and expense of photographers travelling to and from the agreed locations. It also includes our time to take photographs as stated in the contract, based on the price list of the time and the conditions. We shall try to accommodate reasonable requests to stay longer but cannot guarantee that we will be able to do so. We reserve the right to charge an additional fee for all additional coverage, in accordance with our price list at the time.

7. Separate fees will be charged for additional services ordered, such as additional prints, framed photographs etc. Additional retouching of digital files, digital manipulations and artist finishing may be available on request. The price of any additional services are payable in full before delivery.

8. If the date of the ceremony is postponed, we may exercise an option not to cancel the contract but perform the work on the postponed day and apply the money you have paid for that occasion. But such a decision will be entirely at our discretion and may depend on our ability to obtain alternative work and to be available on the postponed date.

9. You may cancel the contract at any time by notice in writing. You will then be liable to pay to us compensation based on a percentage of the package fee depending upon when the notice is received:

120 days of more - Booking Fee only

91-120 days-50%

61 - 90 days - 60%

31 - 60 days - 75%

0 - 30 days - 100%

10. We are appointed by you as the exclusive professional photographer for the wedding. Amateur photography by guests will be permitted but it is your responsibility to ensure this does not interfere or conflict with the services we have agreed to provide.

11. The cooperation of you and your guests is essential in ensuring that photography goes smoothly and includes all you wanted. You are therefore responsible for ensuring punctuality and co-operation of your guests.

12. In the unlikely event that photoBECKET cannot attend for reasons beyond our control (such as death, injury or illness), the contract shall be cancelled but our liability to you shall be limited to a full refund of all fees paid by you. We will try very hard to arrange a suitable replacement. Any replacement will be agreed and approved with you in advance of your wedding. If you are unhappy with the alternative replacement a full refund will be provided.

13. Once a booking is made we will visit the place where you are getting married and your reception venue at least once before your ceremony. At this meeting we will discuss the timings of the day as well as the most appropriate place to take the formal and family pictures. Photographs will be taken against available backgrounds. We can not move or rearrange objects or restyle the location in any way.

14. We will discuss your general requirements and wishes about the photographs. However it may not be possible to implement them all if circumstances alter, such as weather, lighting conditions, the subjects being photographed and changes in time constraints. You, therefore, grant us full and unfettered artistic licence in relation to the content of the photographs, their arrangement, composition, location and the number of photographs taken.

15. Every effort will be made to provide an identical colour balance between photographs but this may not always be possible due to factors such as lighting conditions and digital sensor limitations. Prints made on different occasions or in different sizes may also vary. Accordingly, no warranty is given that an exact colour match can be provided.

16. Prints and products must be ordered by you and your guests within 12 months of the wedding. After this time we can not guarantee being able to fulfil order and any order which we do fulfil will be subject to our then current price list.

17. The copyright of all photographs we take remain the property of photoBECKET however taken or stored and remains our copyright.

18. We reserve the right to use or display any images created as part of this contract as part of our portfolio, at exhibitions, or for marketing purposes.