

## Wedding Photography Terms and Conditions of Contract

In the following conditions of contract "the photographer" shall mean Allan Tannock trading as V&A Creative Moments.  
"The client(s)" shall be those whose names 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 Licence, Coverage and Reproduction:

a) The client(s) understands and accepts that the photographer shall be granted complete artistic licence in relation to the images photographed and the locations used and the photographer's judgement shall be final.  
Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all of the images requested.

b) For a booking involving a church ceremony or at certain venues, photographing parts or all of the ceremony may be restricted and the photographer cannot accept responsibility for any obstructed view or reduction in coverage should this be the case.

c) In the event of rain, snow or any form of weather disturbance, the photographer will make the necessary changes to the photographic session but will not be responsible for reduction in coverage due to adverse weather.

d) The photographer will not be responsible for loss of images due to technical failure, either at the shooting or processing stage.  
In the unlikely event of total photographic failure the photographer's liability shall be limited to a full refund of any fees paid.

e) The photographer or the designer shall be granted complete artistic licence in the building and production of album design.

### 3. Force Majeure:

a) The due performance of the contract is subject to alteration or cancellation by the photographer owing to any cause beyond their reasonable control (e.g. ill health/injury/victim of crime)

In the event of cancellation by the photographer the photographer's liability shall be limited to a full refund of any fees paid.

### 4. Copyright:

a) Digital files shall remain the property of the photographer and shall be kept for not less than 12 months from the date of the event.  
Images included in this contract are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy any image created without the permission of the photographer in writing.

Clients who order any of the Digital Packages shall be given permission to print the images for their own use.

### 5. Display:

The client hereby allows the photographer to display any images included in this contract in their studios, portfolios, literature, wedding exhibitions, websites and sample albums for the purpose of advertising, providing that the images are used lawfully.

### 6. Booking Fee and Cancellation:

a) A booking is confirmed on receipt of the completed booking form and signed Terms and Conditions together with the appropriate booking fee, which is non-refundable. The client may cancel this contract by giving written notice to the photographer but in doing so shall forfeit any monies paid.

Should the client cancel the contract less than 112 days prior to the date of the event, the client shall in addition pay a sum equal to 75% of the contract value.

Payment for the photographic coverage is due in full NO LATER THAN 28 DAYS prior to the contracted date.

Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client.

### 7. Placing an Order and Receipt of Goods:

a) All standard photographic services specified on the Booking Form and paid for in full before the date of the event are supplied at prices ruling on the date of signing the contract. Optional extras such as re-prints, CDs, DVDs not paid for in full before the date of the event are supplied at pricing ruling at the time of receipt of the order.

Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

### 8. On the Day:

a) The photographer is contracted to shoot all photographs relating to the event and no other person is permitted to shoot images for sale or as gifts unless agreed in writing before the day. This includes guests (except for their own personal non-commercial use). Breach of this condition shall be deemed cancellation of the contract by the clients.

Coverage may be cancelled without warning at the discretion of the photographer if the photographer feels threatened or has reason to believe that equipment may be damaged.

### 10. Complaints:

Complaints should be raised by the client in writing, within 21 days of the event and within 21 days of receipt of the images.

### 11. Smoking Policy:

In line with the Health and Safety Act 1974 V&A Creative Moments has a duty to provide a working environment for staff that is: "safe, without risks to health, and adequate as regards facilities and arrangements for their welfare at work". We therefore ask that you do everything possible to provide a smoke-free environment when we visit you in your home and when carrying out photography and makeup artistry services. V&A Creative Moments reserves the right to withdraw services if a smoke free working environment cannot be provided.

I have read and understood the above 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 V&A Creative Moments in writing and that this contract becomes effective immediately.

Signed \_\_\_\_\_  
(On behalf of V & A Creative Moments)

Signed \_\_\_\_\_  
(On behalf of the client)

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Dated .....

Dated .....

