



WEDDING BOOKING T&Cs

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions "the photographer" shall mean Sam Scadgell/Kimmi Scadgell trading as Little Isle 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.

Booking Fee / Deposit Payments

A non-refundable booking fee of 25% as well as full acceptance of these terms and conditions secures the time and services of the Photographer for the wedding and is non-refundable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the wedding day. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

Wedding Arrangements

The details of the wedding arrangements are to be agreed beforehand in writing using a booking form (and additional emails are 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.

Cancellation

Should the Client wish to cancel this contract at any time, Notice of Cancellation must be given in writing to the Photographer (s). In such circumstances, the Client will be liable to pay the Photographer(s) the following sums:

- Notice received 365 days or more prior to the wedding date: Non-refundable booking deposit only. (Should we be able to fill this date with another wedding we will try return your deposit to you, at the photographers discretion)
- Notice received 4 weeks before (or less) of the event, 50% of the agreed balance due will be payable. In these circumstances we would prefer to work out a re-scheduled date with you if possible.

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. Please notify the photographer in writing should you not wish for this.



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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. By booking Little Isle Photography you agree to their style of photography and post production/editing.

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.

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.

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 or Act of God

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 using the same equipment if possible. RAW images will be provided back to the



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Photographer/s who will make sure the 'Little Isle' style of photography retouching and editing is still applied.

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.

Personal Accident

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

Governing Law

This agreement shall be governed in accordance with the laws of England and Wales.

The terms of this contract are accepted by :

CLIENT:

SIGNATURE:

DATE:

ADDRESS:

PHOTOGRAPHER: on behalf of Sam Scadgell/Kimmi Scadgell of Little Isle Photography