

TERMS AND CONDITIONS OF CONTRACT FOR PHOTOGRAPHIC SERVICES

In the following conditions of contract "the photographers" shall mean David and Louise Wright or any photographer(s) appointed by Life in Pictures Ltd. "the clients" shall be those whose names appear on the contract. If the clients arrange for a third party to meet the costs of this contract the contract remains with the clients. The due performance of the contract is subject to the conditions below and cannot be varied in any way by the clients unless expressly agreed by the photographers in writing.

1. Copyright:

The Copyright and Design Act 1988 assigns the copyright of the images to the photographers. It is contrary to the Act, and therefore illegal, to copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the photographers or their appointed agents, unless a royalty-free licence has been granted. Copyright on all material is retained worldwide by the photographer at all times.

2. Display:

The clients hereby allow the photographers to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the clients. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it may not always be possible to prevent determined persons from accessing these galleries.

3. Licence and Coverage:

- a) The photographers shall be granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with the clients' requirements, the photographers' judgment regarding the location, poses and number of photographs taken shall be deemed correct.
- b) For wedding bookings involving a church ceremony or at certain other venues, photographers' movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting. The photographers cannot accept responsibility for limited coverage in such cases.
- c) Whilst the photographers shall endeavour to fulfil all of the clients' requirements, they cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.
- d) Any alterations made to the booking by the clients once details have been confirmed may only be made at the discretion of the photographers. If unable to accommodate alternative arrangements (such as the change of date or venue) the photographers are not liable to compensate the clients in any way whatsoever.
- e) While the photographers take all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the client of by any third party arising from use or reproduction of any picture or its caption.
- f) The client agrees to indemnify the photographers in respect of any claims, damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the client by the photographers.
- g) It is the client who must satisfy themselves that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that the photographers gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trademarks, registered or copyright designs or works of art depicted in any picture. In the event that the picture issued or reproduced by or with the authority of the client then the client shall indemnify the photographers against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.

4. Image Reproduction:

- a) Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, the photographers will endeavour to achieve a pleasing overall colour balance based on natural flesh tones.
- b) It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also 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 within a subject. The colour balance of prints made at different times or in varying sizes may also be variable.
- c) Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints may not match images rendered on any particular computer monitor.
- d) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, however, DVD discs may not play on all DVD players, particularly older models.
- e) We use only quality branded CDs and DVDs, ensuring each is checked before dispatch, but it remains the responsibility of the clients to check discs for in-transit damage. The photographers cannot be held responsible for damage to equipment resulting from defective media.
- f) All print and presentation sizes quoted are approximate and subject to the discretion of the photographers.

5. Packages, Rates and Payment:

- a) Any wedding will be subject to a non-refundable booking fee of £250 along with a completed booking form. Other services may also be subject to a non-refundable booking fee that will be agreed prior to the booking being confirmed.
- b) Any outstanding monies must be paid within 30 days of the final invoice.
- c) Upgrades to any album packages are payable at time of ordering.
- d) Digital files will be archived after 1 year; a search fee may then be charged for reproduction and inclusion in albums in addition to prices currently in force.
- e) Journeys required for any booking that exceed a total of 50 miles or more may attract a mileage charge in accordance to the HMRC approved fuel allowances. Overnight accommodation may be required for bookings over 100 miles from Life in Pictures Ltd registered office.
- f) Currently there are 2 wedding packages available. A 'Full Day' which includes 2 photographers on the day and will cover from the bridal preparations through to the first dance. A 'Half Day' which will only cover the bridal preparations and the ceremony. Both packages include a private shoot of just the bride and groom on the wedding day.

6. Cancellation:

- a) In the highly unlikely event of cancellation by either photographers, or unavoidable total photographic failure, the photographers' liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable but the photographers will not be responsible for any further costs.
- b) The photographers will endeavour to appoint other photographers in the unlikely event that they are both unable to attend a booking. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.
- c) If the clients should have to cancel a booking the following cancellation fees will become due immediately:
- d) The clients are entitled to a full refund of the booking fee if they withdraw within 14 days of booking except when the cancellation is made within one month of the booking.
- e) The booking fee will be forfeited on cancellations made after 14 days. Cancellations made within one month of the booking will incur the full cost of the basic photographic service booked, including optional additional attendance.
- f) Where the photographers are able to rebook the date with an equivalent booking, the cancellation fee will be reduced to the non-refundable booking fee only and any additional cancellation fees already paid will be refunded accordingly.
- g) In the event of postponement, then at the discretion of Life in Pictures Ltd, and subject to availability, monies other than the booking fee may be applied to the new booking.
- h) It is essential to inform the photographers as soon as possible of any changes of venue, times, or contact details etc.
- i) The clients are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.