

# Peterborough Wedding Photography Terms & Conditions 2010/2011

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** The Booking fee of 25% or £250 whichever ever the greater secures the date, time and services of Peterborough Photography for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. Cancellation less than 12 weeks before the wedding will result in payment in full. All cancellations must be in writing. 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.

**Payments** Following payment of the 25% booking fee, balance of fees due are to be paid as follows : 75% is due 21 days prior to the wedding date. No photographs or wedding albums will be delivered until all payments due have been paid in full. Payment for additional images is to be made when they are ordered.

**Display** Peterborough Photography may use any images included in this contract in their studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or commercially.

**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.

**Retouching** Retouching, digital manipulation and artist finishing is available to the Client as an optional extra.

**Reorders** All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

**Copyright** 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 and remain the copyright of Peterborough Photography. 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 written permission of Peterborough Photography.

**License** Peterborough Photography shall be granted artistic license in relation to the poses photographed and the locations used. The Photographers judgment 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.

**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.

**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.

**Cancellation** The Client may cancel this contract at any time by giving written notice to Peterborough Photography but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding date will result in the payment in full.

**Negatives / Digital Files** Negatives / digital files remain the sole property of Peterborough Photography. Unless otherwise agreed in your chosen wedding package.

**Prices** All prices are subject to the then current rate of V.A.T. (if applicable).

**Complaints** Any complaints should first be raised by the Client with Peterborough Photography in writing within 14 days from the date of provision of web gallery preview images. In the unlikely event of an unresolved complaint the Client may request the British Professional Photographers Assoc. to mediate but only on the basis that its decision shall be final and binding upon both parties.

**Payments** All cheques to be made payable to Paul Nicolson. Bank Transfer (BACS) payments can be accepted to account 404760 20224006.

**Order/Booking Form (please print or type)**

|                      |  |
|----------------------|--|
| Name                 |  |
| Address              |  |
| Town                 |  |
| County               |  |
| Postal Code          |  |
| Telephone (home)     |  |
| Telephone (business) |  |
| Fax                  |  |
| E-mail               |  |

**Wedding Date Information**

I (we) NAME:.....

Confirm the booking of Peterborough Photography to photograph our wedding day and would like to book the following package .....

All packages can be changed up to 21 days before your wedding date.

I (we) enclose a booking deposit for the sum of £

|  |  |
|--|--|
| Wedding Date & Time  |  |
| Church Address   |  |
| Reception Address  |  |
| Brides Address<br>(wedding morning)<br>Please state what time<br>you would like<br>photography to start. |  |

**Acknowledgement Information**

We have read and understood the terms and conditions: PLEASE SIGN BELOW

|              |
|--------------|
|              |
| Signature(s) |
| Date         |

Please make cheques payable to:

Paul Nicolson  
Stone House  
19 The Rides,  
Langtoft  
Peterborough  
PE6 9RR

Or payments can be made by bank transfer to account 404760 20224006.

web: [www.peterboroughphotography.com](http://www.peterboroughphotography.com)

email: [sales@peterboroughphotography.com](mailto:sales@peterboroughphotography.com)