

WEDDING PHOTOGRAPHY - TERMS AND CONDITIONS

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)

The Booking Fee secures the time and services of the Photographer 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. Weddings that must be postponed to a later date will retain the deposit as long as the Photographer can re-schedule for the new date and time but may be subject to a further deposit.

Payments

Following payment of the booking fee, the balance of payments must be paid on, or before the wedding date. Proofs/photographs cannot be delivered unless payments due have been paid in full. Payments for additional services/albums are due upon ordering of those items.

Display

The Photographer may display any photographs included in this contract in his/her studio, portfolio, literature, display areas exhibitions, competitions, advertising or slide shows, and websites unless otherwise agreed by the parties involved.

Images

All image sizes are nominal. The Photographer 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/sensor the exact colour as seen by the human eye.

Retouching

The Photographer will retouch, digitally manipulate and finish according to his/her own discretion. Any retouching, digital manipulation or finishing which is requested by the Client(s) may be subject to an extra charge at the discretion of the Photographer.



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

All 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 items are protected by the Copyright and Design Act of 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 in writing. It is understood, however, that if a CD Rom of said images is purchased as part of this contract, that the Client(s) will have the right to reproduce the images therein for personal use only and not for distribution of any kind.

License

The Photographer will be granted artistic license in relation to the poses photographed and the locations used. The Photographer's judgement regarding the location/poses and number of images shall be deemed correct. Due to the unpredictability of the weather and the willingness of subjects it may be impossible to capture all of 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 the agreed wedding due to unforeseen circumstances, Tony Marsh Photography reserves the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding to the best of his/her ability.

In the unlikely event of a total photographic failure or cancellation of contract by either party 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.

TONY MARSH PHOTOGRAPHY

Cancellation

The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies already paid. Cancellation less than seven days before the wedding date will result in payment in full by the client for the agreed package.

Negatives/Digital files

Negatives/digital files remain the property of the photographer. The Photographer will not be solely responsible for the storage and maintenance of negative/digital files, but will keep negatives/digital files intact and available to the client for at least one year from the date of the wedding.

Website Display

Photographs from a client's wedding may be displayed on the Tony Marsh Photography website if requested. Tony Marsh Photography will aim to keep these photographs safe from any malicious activity but cannot be held liable or accountable for malicious actions carried out by persons other than Tony Marsh Photography employees.

Prices

All prices are inclusive of VAT. Currently VAT is included in the advertised prices.

Complaints

Any complaints should first be raised by the client to the Photographer within 21 days from the receipt of images.