

David Paul Photography

Wedding Photography

Terms and Conditions

In the following terms & conditions "the photographer" shall mean David Paul Thomas trading as David Paul Photography. "The client(s)" shall be those persons defined as bride and groom on the booking form. These terms & conditions cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer in writing.

1. **Copyright:** The copyright Designs and Patents Acts assign the copyright of the images to the photographer.
2. **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, sample albums etc.
3. **License, Coverage and Reproduction:**
 - Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.
 - The photographer shall be granted artistic license in relation to the poses photographed and the locations used. The photographer's judgement regarding these matters shall be deemed correct.
 - The photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.
 - 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.
 - Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
 - 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.

4. **Prices:**

- All standard wedding packages and additional goods specified on the booking form are supplied at the prices ruling on the date of booking. Goods not specified on the booking form are supplied at the prices ruling at the time of receipt of the order.

5. **Payments:**

- A non-refundable deposit of £200.00 along with a fully completed booking form will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website. The deposit will be deducted when calculating the final balance due.
- Payment in full of the remaining balance will be due one calendar month before the wedding day.
- Additional goods ordered must be paid for in full at the time of ordering.
- Titles to all goods remains with the photographer until paid for in full by the client(s)

6. **Force Majeure:**

- The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc.
- In the event of cancellation by the photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any deposits and fees paid.

7. **Ownership:**

- All digital negatives (computer files) remain the property of the photographer. On occasion, the photographer may supply a copy of the edited digital negatives to the client(s) for their own non-commercial use.

8. **Cancellation Fees:**

- If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation:

- Cancellation from the booking date and more than three months to go until the wedding, the deposit of £200.00.
- Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked. Where no package has been specified on the booking form, it will be deemed that the client(s) have chosen a package to the value of £1000.00. The client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.
- Where the photographer is able to re-book the date with an equivalent booking then the cancellation fee will be reduced to the original deposit.

9. Off Peak DVD Only Package

- This package is only available during November, January and February. It is a basic package which allows for photography of the wedding ceremony plus an additional 90 minutes of coverage immediately following. A pre-wedding shoot is not included.

10. On The Day & Evening Coverage

- The photographer is the only authorised and official photographer for your wedding day. The latest the photographer will work to on any wedding day is 9pm. A meal for the photographer must be provided if evening coverage is requested.

11. Pre-wedding Shoot & Signature Board:

- The client(s) are entitled to one 10" x 8" sized print free of charge from the pre-wedding shoot supplied at the same time as the client(s) main wedding album. Any of the images from the pre-wedding shoot can be used within the client(s) main wedding album. Images from the pre-wedding shoot are not included* on the DVD of images from the wedding day (Shelley & Hitchcock Packages) and are available for purchase separately.

*unless a signature board is purchased, whereupon all images are included.

- The photographer accepts no responsibility whatsoever for damage caused to the signature board during the wedding day. The signature board is supplied "as is" and all use is at the client's own risk.

12. 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.