

Louisa Dettmer Wedding Photography

Terms and Conditions of Contract

In the following conditions of contract "The Photographer(s)" shall mean Louisa Dettmer or, subject to condition 7 below, any photographers appointed by Louisa Dettmer. "The Videographer" shall mean Duncan Dettmer or any videographers appointed by Duncan Dettmer. "The Client(s)" shall be those whose name appears on the contract. The due performance of the contract is subject to the conditions below and they cannot be varied in any way by The Client(s) unless such conditions are expressly agreed by The Photographer(s) in writing.

1. Copyright: The 1988 Copyright Act assigns the copyright of the photographs/video to The Photographer(s). However, it is agreed that this copyright shall be waived for the clients whose names appear on this contract.

2. Display: The Client(s) hereby allow(s) The Photographer(s) to display any photograph/video covered by this contract and to generally promote the business in advertising, brochures, magazine articles and other such material.

3. License, Coverage and Reproduction:

- a. The Photographer(s)/Videographer shall be granted artistic license in relation to the poses and the locations used. The Photographer(s)/Videographers judgment regarding the location, poses and number of photographs/ shots taken shall be deemed correct.
- b. Photographs/Video taken during the course of a booking will be at the discretion of The Photographer(s)/Videographer although every effort will be made to comply with The Client(s) requirements.
- c. The Photographer(s)/Videographer shall endeavor to photograph/video all individuals as requested by The Client(s) at some point during the booking, but no responsibility will be taken by The Photographer(s)/Videographer in the event of leaving somebody out.
- d. For a booking involving a church ceremony The Photographer(s)/ Videographers movements are sometimes restricted by the official in charge. The area from which The Photographer(s)/ Videographer are able to cover the ceremony may not be The Photographer(s)/Videographers choice and they cannot accept responsibility for any obstructed view should this be the case.
- e. For a wedding or other occasion booking The Photographer(s)/Videographer shall endeavor to capture all the moments throughout the day as they occur. However, because of the nature of the event, as a one off, some unforeseen moments might not be recorded.
- f. Please note that any alterations made to the booking by The Client(s) once details have been confirmed may only be made at the discretion of The Photographer(s) and in some circumstances (such as the change of ceremony date for a wedding booking) The Photographer(s)/Videographer may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances The Photographer(s)/Videographers are not liable to compensate The Client(s).
- g. Due to a variety of lighting conditions and the limitations of digital capture, some colours may alter slightly throughout a set of photographs/video. Please note that certain colours do not reproduce exactly on photographic film or paper.
- h. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be facsimile over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- i. All print and presentation sizes quoted are approximate and subject to the discretion of The Photographer(s).

- j. Although all equipment is checked regularly The Photographer(s)/Videographers will not be responsible for photographs/video that is not produced due to technical failure, either at the shooting or processing stage.

4. Prices:

- a. The Client(s) will be liable to pay any additional expenses incurred by The Photographer(s)/Videographer during the booking not already included within the contract price (for example: flights and accommodation for weddings abroad)

5. Payments:

- a. Wedding Client(s) – a non-refundable booking fee of £400 (paid by cash or cheque) along with a completed contract and booking form will confirm your booking. Payment for the photography and videography coverage and album are payable in full four weeks prior to the contracted date. All additional goods are payable on ordering.
- b. Title to all goods remains the property of Louisa Dettmer Photography until paid for in full by The Client(s).

6. Complaints: In the unlikely event of any complaint with regards to our service, all complaints must be received in writing within seven days of collection of products purchased. This includes photographic proofs and prints, albums, videos and frames.

7. Force Majeure:

- a. The due performance of the contract is subject to alteration or cancellation by The Photographer(s)/Videographer owing to any cause beyond their control (i.e. sudden illness/injury/victim of crime).
- b. The Photographer(s)/Videographers do have other professionals who will be contacted by their staff (or family) in the event that they are not able to attend your booking due to clause 7a.
- c. In the event of cancellation by The Photographer(s)/Videographer (although all attempts will be made to arrange for another professional to be present – see clause 7b) or in the unlikely event of total photographic/videographic failure (although re-shoots may be arranged if practicable – The Photographer(s)/Videographer will not be responsible for costs in order to stage such re-shoots), The Photographer(s)/Videographers liability shall be limited to a full refund of any deposits and fees paid for photographic services within this contract.

8. Negatives or digital files:

- a. The negatives and digital files shall remain the property of The Photographer(s) and shall be kept by them for not less than 12 months from the contract date. The photographer will supply a copy of edited digital negatives to the client(s) for their own non-commercial use.
- b. Should Digital files be lost, damaged or destroyed for reasons beyond control (i.e.; card failure, theft, accidental damage, pc hardware failure) The Photographer(s)/Videographers liability shall be limited to a full refund of any deposits and fees paid for photographic services within this contract.
- c. All orders should be placed with The Photographer(s)/Videographer before the end of the 12 month period starting at the contract date. The Photographer(s)/Videographer may request additional payment in the event of an increase in the cost of album order should this be placed outside of the 12 month period.

9. Cancellation Fees: If The Client(s) should have to cancel a booking the following cancellation fees (as may be appropriate to their case) will become due immediately upon when said cancellation is received and confirmed in writing and hand signed. Emailed and unsigned cancellations are unacceptable, and the booking shall stand until such confirmation is received to prevent malicious cancellation on The Clients behalf.

- a. Written cancellation received within one week of booking and more than four complete months to go until contract date - £400 non-refundable booking fee (see clause 5a).

- b. Written cancellation received with less than four months to go until contract date - fifty percent of the price for the complete package booked.
- c. Written cancellation received with less than two months to go until contract date - full price for the complete package booked.
- d. In case of postponement by written instruction of the client, every effort will be made accommodate your new chosen date where possible. If we are available, deposits already taken will be carried over to the new date. However, if we already have a booking for your new chosen date so are unable to accommodate your postponement, the booking will be classed as a cancellation and the above cancellation fees will apply to the original wedding date booked.

10. Placing an Order and Receipt of Goods:

- a. Any alterations to chosen image numbers for the album must be notified either by telephone or by email within one working day of the image numbers being received. The Photographer(s) will not be held liable for any costs incurred due to alterations to the order made by The Client after this time.
- b. The photographer shall be granted artistic license in relation to the internal design of the album. The photographer's judgment on design will be deemed correct.
- c. All wedding album orders will take approximately twelve weeks to complete from the time of submission to the printing company. The Client(s) will be informed by either telephone or in writing once the order is ready and available for collection. The Photographer(s) are able to store completed orders for a maximum of two months.
- d. In the unlikely event of a problem obtaining our albums by our agreed suppliers, the client will be offered an alternative product sourced by The Photographer of an equivalent type and cost.
- e. The Photographer(s) must be notified either by telephone or in writing (sent by special delivery) within two working days of The Client(s) being in receipt of their order in the case of damage.
- f. Due to the nature of the product The Photographer(s)/Videographers are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Governing Law: Any contract made between The Photographer(s)/Videographers and The Client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

12. Insurance: The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

13. Declaration: I have read, understood and agree to abide by the terms of the agreement set out as above;

Signed:

Bride/Groom

Bride/Groom