

HML Digital Imaging and Video Productions 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

The booking fee secures the time and services of the Photographer/Videographer and or the cameraman and is non-refundable or transferable in the event of a cancellation, it being the agreed suffered loss by the Photographer/Videographer due to the cancellation. Cancellation less than 12 weeks before the Wedding/Event will result in the payment in full. All cancellations must be in writing. Wedding/Events that are postponed to a later date will retain the fee as long as the Photographer/Videographer can re-schedule for the new time and date.

Payments

Following payment of the booking fee, a balance of 75% of the fees are to be paid prior to the Wedding/Event and the remaining balance on collection of the albums/previews. No photographs/video filming images will be delivered until the payment due have been paid in full. Payment for additional images is to be made when they are ordered.

Display

The Photographer(s) may display any photographs included in the contract in his/her studio, portfolio, literature, display areas, exhibitions, competitions, advertising, web site or slide shows.

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 or film 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.

Recorders

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

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Copyright

Any images or copies of images whether stored digitally or otherwise and any computer program including source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 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 permission of the Photographer(s) in writing.

Licence

The Photographer shall be granted artistic licence in relation to the poses photographs and the location used. The Photographer's judgement regarding the location/poses and number of images shall be deemed correct. Due to the vagaries of the weather and the willingness of the subject it may not be possible to capture all images as 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/Videographer being unable to attend your Wedding/Event due to unforeseen circumstances, we reserve the right to appoint another Photographer/Videographer to attend on our behalf to undertake the Wedding/Event photography/videography to his/her best ability.

Limitation of Liability

In the unlikely event of a total photographic/videographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for the indirect consequential loss.

Cancellation

The Client may cancel this contract at any time giving written notice to The Photographer/Videographer but in doing so shall forfeit any monies paid. Should cancellation be received by the Photographer/Videographer less than 10 weeks prior to the date of the event, the Client shall in addition pay a sum equal to 50% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the Photographer/Videographer would suffer

Negatives/Digital files

Negatives/digital files remain the property of the Photographers.

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Prices

All prices are subject to the then current rate of VAT (if applicable)

Complaints

Any complaints should first be raised by the Client with the Photographer/Videographer in writing within 21 days from the date of receipt of the images. In the unlikely event of an unresolved complaint, the Client may request the Society of Wedding and Portrait Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

The terms of this contract are accepted by

Client/Bride.....DATE.....

Client/Groom.....DATE.....

HML Digital Imaging--Photographer.....DATE.....

HML Digital Imaging--Videographer.....DATE.....