

Marcus Holdsworth

PHOTOGRAPHY

Marcus Holdsworth Wedding Photography Terms & 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

A booking fee of £400 secures the date, time and services of Marcus Holdsworth Photography (also referred to as the Photographer in these Terms and Conditions) for the wedding. This fee is non-refundable or transferable in the event of cancellation it being the agreed loss suffered by the Photographer due to cancellation.

Payments

Following payment of the £400 booking fee, the balance of payment is due one month prior to the wedding in order to confirm the date. Failure to pay the balance in full or failing to communicate a willingness to pay may result in cancellation of the booking. 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 the order is placed.

Bank Transfer (BACS) payments can be made to the account detailed below – please ensure that your payment is clearly referenced with the booking surname or date of the wedding. All cheques to be made payable to Marcus Holdsworth – please write the booking surname and date of the wedding on the back of the cheque.

Bank: Barclays, High Street, and Nottingham.

Address: 2 Chapel House, Clarke's Lane, Chigwell, Nottingham NG9 5BG

Sort Code: 20-63-25

Account Number: 60456861

Account name: Marcus Holdsworth Photography

Quoting Reference: Surname and date of wedding

License and Coverage

The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with your requirements, the Photographers' judgment regarding the location, poses and number of photographs taken shall be deemed correct.

For bookings involving a church ceremony or at certain other venues, photographers' movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony may be restricted or

prohibited, as may the use of artificial lighting. The Photographer cannot accept responsibility for limited coverage in such cases.

Whilst the Photographer shall endeavour to fulfil all of your requirements, they cannot be held responsible for non-availability of subjects or adverse conditions, which may delay the progress of proceedings, preventing the coverage of certain specified shots.

Your Wedding Album

Marcus Holdsworth Photography will choose images to display in your album. Good practice is to have between 5 and 6 images for each, but not every, double page spread. You will have the opportunity to suggest changes to the selection and/or layout and where possible they will be incorporated. The first set of changes will always be made completely free of charge. Charges may need to be made for any changes requested subsequent the first edit. You will always be given prior notice of any charges and work will not proceed without your agreement.

Images

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 or digitally the exact colour as seen by the human eye. Retouching, digital manipulation and artist finishing is available to you as an optional extra.

Attendance

In the unlikely event of the 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

Care is taken at every stage of the photographic process, in the event of a camera failure, operator error, material or process machine failure, no responsibility can be accepted for any losses however incurred as a result of any such failure beyond a full refund of monies paid at that time.

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, such as sudden floods or other natural disasters, for which no one can be held responsible.

Re-orders

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.

Cancellation or Change of Date

You may cancel this contract at any time by giving written notice to Marcus Holdsworth Photography but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will still require payment in full less any album costs. All cancellations must be in writing.

In the event of the date of a wedding changing, the Photographer will endeavour to be available on the new date. If the Photographer is unable to attend on the new date, then all monies paid will be forfeited. It is essential to inform the Photographer as soon as possible of any changes of venue, times, or contact details etc.

Complaints

You should first raise any complaints with Marcus Holdsworth Photography in writing within 14 days from the date of provision of web gallery preview images. In the unlikely event of an unresolved complaint you 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.

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 Marcus Holdsworth 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 Marcus Holdsworth Photography.

Display

You hereby allow 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.