

MATTHEW PRIESTLEY

PHOTOGRAPHY

MATTHEW PRIESTLEY PHOTOGRAPHY - TERMS OF BUSINESS

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by the photographer in writing.

Booking fee: A deposit payment of £500 secures the time and services of the photographer (this payment constitutes a non-refundable retainer). A second payment of £500 is then due 28 days before the wedding date. The remaining balance is due on receipt of the proof prints / CD (delivered two weeks after the wedding date. Postage costs will be applied if appropriate). Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time. Bookings are made strictly on a first come first served basis. Dates will only be reserved upon receipt of a full deposit.

Payments: The remainder of the option fee is due to be paid on delivery of the preview images. Please note the preview images will not be released without the final payment. Payment for all albums, re-prints and enlargements must be paid for in full at the time of ordering. All prices include VAT at the current rate. The client may order as many photographs for their album as they require, within the constraints of the page size and number of pages ordered.

NB Any increase in Government Taxes/VAT will be passed on to the client in full.

Display: I/we the client hereby agree to allow the photographer to display any photographs covered by this contract in his studio, portfolio, internet site, display areas, exhibitions, competitions or slide shows. Should there be any difficulties with this please raise them prior to the wedding.

Photographs: All photograph 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 the exact colour of materials as seen by the human eye, therefore all colour balances are purely perceptual.

Retouching: Any retouching and art finishing is available as an optional extra and will be charged at cost.

Content: It is the responsibility of the Bride and Groom to advise the photographer in writing, prior to the wedding of any specific photographs they require of individuals attending the wedding or details (e.g. flower arrangements table settings etc). Whilst the photographer will make every effort to supply as comprehensive photographic coverage as possible he cannot guarantee to supply images of every wedding guest or associated detail. It is the responsibility of the Bride and Groom to advise all their guests that the photographer, time permitting will make himself available to those guests who require a photograph of themselves either individually or with others.

Copyright: The 1988 Copyright Design and Patents Act section 77 & 80 assigns the copyright of the photographs taken, to the photographer.

Digital files: Digital image files, where purchased as part of a package are licensed for any personal usage. No commercial usage is permitted without the prior consent of the photographer.

Force Majeure: The due performance of the work detailed above is subject to the photographer's alteration or cancellation owing to any cause beyond his control. In the unlikely event of the photographer's cancellation the following will apply; A/ arrangements will be made for another photographer of comparable qualification to cover the event with agreed fees remaining unchanged. B/ If this is not possible a full refund will be given of all monies paid to the date of cancellation.

Complaints: In the unlikely event of a complaint arising from the work the photographer will do all that is reasonable to ensure the matter is resolved promptly and fairly. The photographer holds both public liability, and professional indemnity insurance.

I/we the under-signed, hereby assign the photography of my/our wedding to Matthew Priestley Photography.

I/we further agree to the provision for payment as outlined above.

I/we agree to the terms of business as set out above.

I/we have signed below in agreement of such. (In the absence of the Bride or Groom's signatures, either set of parents will be required to sign on their behalf.)

Bride:

Groom:

Date: