**Jeremy James Weddings**

**Terms and Conditions
1.** It is agreed that the terms set out in this booking form represent 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.

**2. Special requests/coverage.**
The client understands and accepts that the photographic coverage will be as the photographer’s professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instructions, although every effort is made to comply with the client’s wishes.

**3. 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, or by other factors beyond the photographer's

control. It is sometimes impossible to record on camera the exact colour as seen by the human eye.

**4. Copyright** in the photographs remains with Jeremy James Durkin, but the client has unrestricted rights to use and reproduce them as set out above. Unless specifically agreed otherwise, Jeremy James Durkin has unlimited rights to use the photographs for promotional purposes including, portfolio, blog, website and magazine advertisements and competitions in any way the photographer sees fit.

**5.** The photographer/s shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The photographer/s judgement regarding the locations/ poses and the number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

**8. 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 reasonable control.

**9. Images.**
Although the photographer will do their best to produce more edited images than discussed with the client, there is no guarantee that any particular number of edited images will be produced.

**10.Display.**
The client hereby allows the photographer to display any images included in this contract in their studios, portfolios, literature, wedding exhibitions and advertising. No use of the images will be made by the photographer for other commercial reason except with the written permission of the client.

**11.Cancellation.**
The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any deposit paid. Should cancellation be received by the photographer less than 4 weeks prior to the date of the ceremony, 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 would suffer. The client is strongly advised to take out insurance for any expenses arising from cancellation or postponement of the wedding.

**12.Limitation of Liability.**

In the unlikely event of a total photographic failure or non-performance of this contract by either party or in any other circumstance the liability of one party to the other shall not exceed the total value of the contract. Neither party shall be liable for indirect or consequential loss however caused. This contract is non-assignable and the Photographer's obligations are to the client and not to any third party.

**13.Complaints.**
Any complaints should be raised by the client with the photographer in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.

**14. Turn around of wedding images**

Two weeks