

## Wedding Photography – Terms and Conditions

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 Flourish Photography in writing.

**BOOKING FEE:** A non-refundable (after 14 days) deposit of 30% of the total fee is required when the client signs this contract. Dates are reserved only when this fee is paid by cash, cheque or direct bank transfer.

**BALANCE PAYMENT:** The remaining balance of the photography fee is to be paid not later than 30 days prior to the Wedding. Payment for additional photographs, products or album images is made after the wedding when these are ordered. Any bank charges incurred due to returned cheques will be charged to the client.

**FEES:** The fee payable depends on the package chosen and includes all photography and expenditure with the exception of agreed travel and accommodation expenses where applicable.

**REQUESTED PHOTOGRAPHS**: Flourish Photography will endeavour to honour all photographs requested and agreed in advance, but does not undertake to guarantee a specific picture nor incorporate a specific background, location or group arrangement.

**COVERAGE**: Flourish Photography cannot be held responsible for the lack of coverage caused by the bride, the groom or wedding party not being on time, or by photographic restrictions imposed by the Church, Register Office or licensed place of wedding. However, Flourish Photography will do their best to produce coverage of the wedding within the time allocated to him provided the following factors are met: weather and allocated time permitting, availability and co-operation of the person/s concerned.

**COPYRIGHT:** The Copyright of all the photographs produced is retained by Flourish Photography and it is a criminal offence to make copies from them by any means including video under the terms of the COPYRIGHT, DESIGNS and PATENTS ACTS 1988. Negatives/digital files remain the property of Flourish Photography.

FORCE MAJEURE: The due performance of this contract is subject to alteration or cancellation by Flourish Photography owing to any cause beyond their control. Every care is taken in photographing and processing using professional materials and equipment. In the unlikely event of total photographic failure, injury/sickness or death, Flourish Photography's liability shall be limited to a full refund of all money paid. Your statutory rights are not affected. Flourish Photography carry full Public Liability and Professional Indemnity insurance.

**EXCLUSIVITY:** Flourish Photography shall be the sole professional (still) photographer(s) at the venues specified.

## **CANCELLATION:** A full unconditional refund policy exists for a period of 14 days from receipt of the contract and payment, provided the booking is made more than 14 days before the wedding. After that date, refunds are at the discretion of Flourish Photography. Cancellation charges will be as follows; (Number of days before the wedding) 60 days or less 100% 61-90 days 75% 91-120 days 50%

Should the cancelled wedding turn out to be a postponement, then, at the discretion of Flourish Photography and subject to availability, all money paid may be applied to the new wedding. In this case the total fees chargeable shall be the fee which applies at that time. In the event of Flourish Photography taking another wedding booking for the cancelled or postponed date, all fees and monies paid will be refunded.

I have read and fully understood the schedule and terms of agreement of this contract and realise that this contract becomes effective immediately. I agree that cancellation rates will apply in case of any cancellation by me after 14 days of signing.

Signed

Date

TO BE SIGNED BY FLOURISH PHOTOGRAPHY We confirm that a signed copy of the above contract and booking fee of £\_\_\_\_\_ has been received.

Signed

Date