

TERMS AND CONDITIONS

In these terms and conditions Emma Hall Photography is referred to as the "Company" and the persons overleaf is referred to as the "Customer"

1. TERMS OF THE CONTRACT

- 1.1. Receipt of the deposit from the Customer shall be deemed as the acceptance of the quotation and our Terms and Conditions of sale.
- 1.2. All the term of the Contract between the Company and the Customer are contained in this document. No variation to the printed terms of the Contract shall bind either party unless the variation is made in writing and signed by the party to be bound.

2. STATUTORY RIGHTS

The statutory rights of the Company and the Customer are not affected by the terms and conditions of this Contract.

3. PAYMENT SCHEDULE

- 3.1. A booking fee of 30% will be required against work commissioned, no request for a date shall be guaranteed until a deposit has been paid. The remaining balance shall be due 3 days after wedding.
- 3.2. Prints and albums, 100% of the balance will be due before production and design unless otherwise authorised by the Company.

4. PAYMENT METHODS

- 4.1. I accept cash, cheques and bank transfers

5. NON PAYMENT

- 5.1. When payment is not made on the due dates in accordance with condition 3 above the Company shall be entitled to charge interest on the outstanding amount at a rate of 2% per month from the due date until the date of actual payment and the Customer shall indemnify the Company in full against all loss including the loss of profit costs including the cost of all labour and materials used, damages, charges and expenses incurred by the Company as a result of default in payment as detailed in condition 3 above. No digital file shall be relinquished by the Company until such time that all balances are paid in full.
- 5.2. When payment is not made on the due dates in accordance with condition 3 above the Company shall not be liable to attend the wedding or event and shall do so only at its own digression.

6. COMPLETION

- 6.1. The Company shall use its reasonable endeavours to ensure completion of the work specified within the period quoted PROVIDED THAT the Company shall not be liable for any delay in the completion of the work to the extent that is arises from causes beyond the reasonable control of the Company.
- 6.2. COMPLETION shall be deemed to be the point at which the completed work (prints, albums, digital files) is handed over to the client.

7. CONFIDENTIALITY

- 7.1. The Company undertakes to take all reasonable precautions to protect the confidentiality of any information given by the Customer in so far as it is possible to regulate the data involved.

8. RIGHT OF OWNERSHIP

Copyright for any and all photos produced by the Company remain the sole property of the Company. No photos produced by the Company may be edited or manipulated by anyone without sole permission of the Company. Infringement of copyright is an offence and will be dealt with accordingly.

9. LIABILITY

Subject to any responsibilities of the Company towards the Customer pursuant to the Customer protection act 1987 the Company shall not be liable for consequential loss of any nature whatsoever (including loss of earnings) arising from any circumstances beyond the reasonable control of the Company save for death or personal injury relating the negligence.

10. CANCELLATION

10.1 Weddings & Events; There is a cooling-off period of 14 days after signing this Contract whereby the Customer has the right to cancel the booking and will under such circumstances receive 100% of their deposit back.

10.2 Prints & Albums; No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Managing Director of the Company and on the terms that the Customer shall indemnify the Company in full against all loss including loss of profit costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Company as a result of the cancellation.

11. LEGAL VALIDITY

11.1 If in any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity

of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

11.2. The Contract shall be governed by the laws of England to avoid any doubt should there be legal argument.

12. CONCESSIONS

Any concessions latitude or waiver allowed by the Company at any time shall be without prejudice to its right under this Contract and shall not prevent the Company subsequently exercising such rights.