

1. These terms form a binding contract between Photography by Michaelangelo ('The Photographer') and the bride and groom ('The Clients') as named in the associated quote, invoices, and any other relevant documents for the provision of wedding photography services (and any extras requested) on the specified date. It is agreed that the following terms form the complete agreement between the two parties and that no alterations or additions may be made unless in writing and agreed upon by both The Photographer and The Clients.
2. Upon acceptance of this contract, the deposit due is payable by credit/debit card or by bank transfer. This deposit will be held pending the date of the wedding and will be used in reduction of the total amount payable. Upon receipt of the deposit, The Photographer promises to not accept any further work for the date of the wedding. Subject to clause 18 of this agreement, this deposit is non-refundable in the event of a cancellation and is deemed to be the loss suffered by The Photographer. If the wedding date is changed the deposit will be held pending the new wedding date provided The Photographer has no other work already scheduled for the new wedding date. Otherwise, the deposit will be non-transferable to any other type of service provided by The Photographer and is non-refundable as per clause 21 of this agreement.
3. The balance of the total cost of the photography service is due no later than 30 days before the wedding date. Failure to pay the balance to The Photographer by the due date will be deemed as a breach of the contract by The Clients. Attendance at the wedding beyond the agreed and initially paid coverage will be considered and reasonable requests will be met where possible. The cost of any extra coverage is £100 per hour or part thereof on a pro rata basis. No photographs or products will be supplied to The Clients until all money due under this clause is paid in full.
4. The Photographer is to be the only stills photographer in attendance at the wedding for financial gain. Videographers and photo booths are permitted but notice of their attendance and use must be given in advance verbally or preferably in writing. This ensures appropriate contact can be made beforehand to best establish a co-operation between the parties covering the wedding.
5. If a wedding photography collection is chosen that includes a second photographer, they will be operating under the direction of The Photographer to enable coverage of additional parts of the day and/or different angles of key events during the wedding. Any issues arising from their performance and/or behaviour on the day should be directed to The Photographer in the first instance.
6. The Photographer will ensure, as far as possible, that the service he provides is not interrupted by the actions of The Client's guests, including the use of their own photography. The Photographer can request that The Client's guests refrain from their own photography or movements and positioning if this would interrupt The Photographer's ability to deliver the service. The Photographer will not be held liable or responsible for a lack of coverage or photographs owing to the actions or inactions of The Client's Guests, nor will The Photographer be held liable for a lack of coverage or photographs owing to the lateness of events on the day or of those in attendance, including The Clients.
7. The Photographer will endeavour, as far as possible, to adhere to the list of requested and group photographs. However, The Photographer cannot make any guarantee that every requested photograph will be or can be taken and will not be liable to The Clients for any omissions.
8. The Clients grant The Photographer a creative licence to utilise items and locations available to them, and to pose The Clients and The Client's guests in order to achieve the service required and any requested photographs. The ability of The Photographer to fulfil his obligations in this regard will be dependent on the weather, the cooperation of The Clients and The Client's guests,

and the guidelines and/or rules imposed upon The Photographer by the ceremony officials, venue staff or management.

9. Wedding photography is requested by The Clients on the basis that it will have a similar look to that already displayed and advertised by The Photographer on his website, printed publications and other forms of advertising and marketing. Any editing that takes place will be consistent with this style.

10. The dimensions and image format of the final images are chosen by The Photographer to ensure a high quality and the ability to have large prints made by The Clients. The exact number of final images delivered by The Photographer will be at his discretion and deemed appropriate to the length of coverage booked by The Clients. Any photographs taken that do not meet the standard of delivery to The Clients are deleted before final delivery.

11. The Photographer will use a pleasing colour balance for the final images. However, owing to complex factors such as the use of different forms of lighting in venues, use of fabrics and dyes for clothing, decoration and so on, the images delivered may not match that as seen by the human eye.

12. 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. 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 permission of The Photographer in writing. Digital files remain the property of The Photographer at all times.

13. The Photographer grants The Clients a personal license for use of the final photographs which includes sharing or displaying electronically with friends and family, or for printing by The Clients only. Should The Clients' family and friends wish to purchase prints for themselves, they may do so using the store function as part of the online gallery. Image files must NOT be copied, altered or sold in any way whatsoever without the express written permission of The Photographer.

14. The Photographer may use any of the photographs resulting from this contract for display, advertising and marketing purposes both electronically and in print form. Any refusal of use by The Clients must be given in writing, preferably before the final photographs are delivered.

15. The Photographer will not be held responsible for the image quality and colour rendition of prints and products not obtained through him and his recommended supplier/bought via the store function of the online gallery.

16. The editing and delivery time frame for wedding photos is heavily dependent on the current workload of The Photographer. The Photographer will endeavour delivery within 12 weeks, but this is deemed to be an estimate not a certainty, and there may be other factors or circumstances meaning this is not always possible. The Photographer will give realistic updates on the delivery timeframe where possible.

17. In the unlikely event that The Photographer is unable to attend your wedding due to unforeseen circumstances, he reserves the right to appoint another photographer of a similar style and price to undertake the wedding photography to the best of their ability. If a suitable replacement is not found then the limit of The Photographer's liability to The Clients will be the total of all money paid minus the cost of any services already rendered.

18. In the event that the wedding is cancelled by The Clients before the wedding date, the deposit paid by them will be forfeited. If the wedding is cancelled 30 days or more before the

wedding date, any balance paid by The Clients will be refunded. If the wedding is cancelled less than 30 days before the wedding date, all of the money paid by The Clients will be forfeited as it is unlikely The Photographer will be able to book this date again at such short notice. Any cancellations made by The Clients must be made in writing at the earliest opportunity.

19. If the contract is cancelled by The Photographer for any reason, then The Clients will be due a full refund of all money paid, including the deposit, minus the cost of any services already rendered to The Clients.

20. If there is a total failure of photographic equipment resulting in the loss or destruction of the photographs owing to events or actions beyond the control of The Photographer, The Photographer's liability will be limited to a refund of the total of all money paid, minus the cost of any services already rendered to The Clients. The Photographer will not be liable to The Clients for any other indirect or consequential loss.

21. In the event of The Clients wishing to change the wedding date, their deposit and any further money paid will be applied to the new wedding date based upon The Photographer's judgement of being able to secure work on the original wedding date and current availability on the new date. If he is not able to provide a service on the new date the deposit will be forfeited but The Clients will be refunded any balance paid. Notification of a change of wedding date where The Photographer is unavailable on the new date less than 30 days before the original date will result in all of the money paid by The Clients to be forfeited.

22. The Clients shall be held fully responsible for any injury, loss or damage to The Photographer and their equipment that may be caused by The Clients or The Client's guests.

23. Any complaints regarding the services about which this contract regards, of the images and/or extra products received must be made in the first instance to The Photographer within 30 days of receiving the relevant product. The Clients are encouraged to consult this contract and the included clauses for information about common situations before making a complaint.

24. The Clients shall not pass on images, either from their USB, or provide login details to their online gallery to other suppliers (including the venue(s)) from their wedding after the images have been delivered. In the event that suppliers or other entities (including print or online publications or blogs) request images from the day, The Clients are to refer them to The Photographer in the first instance so a suitable and separate agreement can be made regarding the use of images and appropriate compensation if appropriate. The print and sharing license given to The Clients by The Photographer under this contract does not extend to any other commercial entities also present at the wedding.

25. In light of the global health pandemic surrounding Covid-19, government guidance and/or legislation may legally prohibit or fundamentally restrict/limit the size and scope of weddings and civil ceremonies in the UK.

In the event of your booking date falling in a period where weddings and civil ceremonies are legally prohibited, The Clients and The Photographer should, in the first instance, look at alternative dates to which the booking can be moved. As much notice should be given to The Photographer as possible, and it is preferable that a number of viable new dates are provided, to ensure availability on at least one of these dates.

In this situation, should The Clients cancel their wedding, the deposit paid can be used towards a future wedding booking instead of being forfeited as a goodwill gesture by The Photographer. Should The Clients secure a new date without prior discussion, and The Photographer is not available on this new date, then the deposit will be forfeited, but any further money paid will be refunded, minus any reasonable costs already incurred or costs of services already rendered as part of the booking as per CMA guidance. If The Clients wish to postpone and The Photographer

is available on the new date, the booking and the deposit will be allocated to the new date at no extra cost to The Clients.

Alternatively, should either your original booking date or a date resulting from a prior postponement fall in a period where weddings and civil ceremonies are allowed but with restrictions, The Clients become subject to clause 18 above for cancellations and clause 21 above for a change of date.

26. A 14 day cooling off period will apply to this agreement where it has not been made in person. The Clients will be entitled to cancel this agreement within 14 days of the date of this agreement and in such circumstances shall be entitled to a full refund of the deposit paid. Cancellations made after this 14 day period will be subject to the standard terms and timeframes detailed above.

27. This contract is made under, and is subject to, English law.