

Matt Allen Photography Terms & Conditions of Contract (for Wedding Photography Services)

By booking Matt Allen Photography you agree to all the terms & conditions below. It is agreed that no variation or modification of the contract shall be effective unless agreed by both parties in writing.

Definitions

Photographer shall mean Matthew Allen or any representative of Matt Allen Photography

Client(s) shall mean the couple whose names appear on the Contract

Services shall mean all services relating to the delivery of wedding photography in line with the prevailing standards of the industry as set out in the Contract.

Payments & Booking Fee

To confirm your wedding date the Photographer requires a non-refundable booking fee of £100 as well as a signed contract. A date will not be considered held until receipt of said payment and contract. The booking fee will be deducted from the cost of the Client's chosen package when calculating the final balance due.

Payment in full of the remaining balance will be due 1 calendar month prior to the wedding day. In the event that the Client fails to remit payment as specified, the Photographer shall have the right to immediately terminate this agreement with no further obligation to refund money, attend the event or to supply images.

Payments must be made via bank transfer (BACS).

Cancellations

Upon acceptance of these terms and payment of the booking fee, the Photographer shall commit to attending the Event on the specified date, and shall make no other reservations for that date.

In the event of a cancellation of the wedding, the booking fee is non-refundable or transferable.

Weddings that are postponed or re-scheduled to a later date shall retain the booking fee on the basis that the photographer is available to carry out agreed services on the re-scheduled date.

All cancellations must be received in writing.

Wedding Arrangements

The details (location(s), timings, group shots required) of the wedding arrangements are to be agreed 1 calendar month beforehand in writing via email. The Client(s) shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for discrepancies in their delivery of the service until any changes are received and acknowledged in writing.

Exclusivity

Matt Allen Photography shall be the only professional (still) photographer(s) at the venues specified.

Limitation of Liability

The Photographer will maintain Public Liability and Professional Indemnity insurance at all times.

In the unlikely event of medical or other emergencies on the part of the Photographer, every effort will be made to secure a replacement photographer. If a suitable replacement cannot be found, responsibility and liability is limited to the return of all payments received for the event package.

In the extremely unlikely event of a total photographic failure, loss or destruction of any images for reasons within or beyond the control of Matt Allen Photography, or cancellation of this contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for any indirect or consequential loss. The Photographer shall not be liable for any amount in excess of the retail value of the Client's paid order.

Model Release

The Client is responsible for informing guests that attendance at the event acts as model release. The Client(s) is also responsible for identifying any individual(s) to the Photographer that do not desire to be photographed.

House Rules

At certain venues, the photographer's movements and the use of artificial lighting are sometimes restricted by the official in charge. The area from which the Photographer is able to cover the ceremony may not be the Photographer's choice and the Photographer cannot accept responsibility for any obstructed view should this be the case.

Copyright and Ownership

Under English copyright law, copyright for all images remains with the Photographer.

No unedited images or RAW files will be released at any time. RAW files will be stored by the Photographer for one year. After this time, they will be deleted. Jpeg files will be stored by the Photographer indefinitely.

Royalty Free License

For all images delivered in the online gallery, the Photographer grants a Royalty Free (RF) License that permits the personal use of the images without further payment for any non-commercial, lawful purpose, for an indefinite period.

The Client may post images on social media or anywhere online. However, no filters are to be applied to images as this changes the carefully crafted look and style of the Photographer's work.

The Royalty Free License does not permit the editing or selling of the images by the Client(s) or third parties. It also prohibits the Client(s) allowing suppliers and third parties to use the images without the expressed written consent of Matt Allen Photography and a payment of the appropriate fee, as determined by Matt Allen Photography.

Use and Display of Images

The Photographer retains the unrestricted use of the images, wholly or in part, to promote Matt Allen Photography in any publication, portfolio, website, advertising, blogs, social media or public display, or any other purpose in any manner or medium as deemed appropriate by the Photographer.

The client releases all claim to profits that may arise from use of images. Other than via the password protected gallery, the Photographer agrees not to resell any image to a third party other than with prior written consent.

Creative Style

The Photographer shall be granted creative and artistic license in relation to the choice of locations and poses used.

On its own behalf, and on behalf of the subject, the Client acknowledges that they are familiar with the Photographer's portfolio and are requesting services with knowledge of the Photographer's style; that the Photographer's work is constantly evolving; that the Photographer's services are of unique and artistic nature; that the photos may be different from photographs taken by

the Photographer in the past; and that in creating the photos, the Photographer shall use his personal artistic judgment to create images consistent with his personal vision of the event, which vision may be different from the Client's and the subject's vision of the event. Accordingly, the Client acknowledges that the photographs shall not be subject to rejection on the basis of taste or aesthetic criteria.

The Photographer will endeavour to take all the photographs agreed with the Client(s) (a list of group shots will be provided by the Client(s) in writing 1 calendar month prior to the wedding). However, because a wedding is an uncontrolled event, the Photographer cannot guarantee delivery of any specifically requested image(s), especially if timings or events are altered without prior knowledge. Due to changes of the weather and the availability and willingness of subjects, the Photographer will do their best to honour requested photographs but cannot undertake to guarantee any specific picture, nor incorporate any specific background, location or group arrangement.

The Photographer will automatically re-take any photograph where they have seen that someone has blinked. Multiple shots will be taken to avoid this, however, the Photographer cannot accept liability.

No photographs will be taken of guests eating during sit down meals, as this is when the Photographer will be taking a break. However, speeches will be captured.

The Photographer(s) do not normally cosmetically alter any images. If requested, the Photographer reserves the right to charge for re-touching work. The final content of the images is at the discretion of the Photographer.

Images

All image 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, or digitally, the exact colour as seen by the human eye.

Matt Allen Photography cannot accept any responsibility or liability for colour balance or quality of any prints reproduced from the gallery by third party printers, such as high street photo processing shops. Due to limitations of computer monitors and variations of operating systems, it is understood that images viewed via this method may appear differently and that prints may not match digital images.

All fully-edited, digital images will be delivered in an online gallery within a period not exceeding 6 weeks after the wedding date.

Album Design (If applicable)

The Client(s) will be asked to select a number of images to allow the Photographer to create the album. The design will be agreed in writing by email. Once an album design is agreed by the Client(s) and Matt Allen Photography, no later than 3 months after the wedding, and sent to print no changes can be made. The Photographer cannot be held liable for the final album nor any reprints.

Force Majeure

The performance of this contract shall be contingent upon Acts of God, storms, flood, riots, fire, sabotage, civil commotion or civil unrest, warfare, Government laws or regulations, failure of energy sources, acts of terrorism, strikes by suppliers and/or conditions beyond its control.

Guest Conduct

If the Photographer is abused verbally or physically, threatened in any way or if the conduct of any of guest(s) damages the equipment of the Photographer, it will result in the early or immediate departure of the Photographer. The Client understands that in such an event, no refunds will be granted.

Personal Accident

Any directions issued to Clients, their guests or employees during a photographic shoot are deemed to be at said person's own risk. The Photographer cannot be held responsible for any personal accidents during a photographic shoot.

Travel and Subsistence

The Client kindly agrees to provide the Photographer (and assistant/second shooter if applicable) with one hot meal on the day of the wedding.

For significant travel outside of the East Midlands area requiring an overnight stay, modest hotel and subsistence charges will also be made. Overseas travel will incur reasonable travel costs as well as costs associated with 2 night's accommodation and subsistence charges.

Governing Law and Jurisdiction

The parties irrevocably agree any dispute arising out of this contract shall be governed and construed in accordance with English Law and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

Waiver/Miscellaneous

This Agreement represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Agreement shall only be effective if made in writing that is executed by both parties hereto.

LIMITATION OF LIABILITY. THE PHOTOGRAPHER'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY ARISING UNDER OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES. IN NO EVENT SHALL PHOTOGRAPHER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF CLIENT INFORMS PHOTOGRAPHER OF CIRCUMSTANCES THAT WOULD GIVE RISE TO SUCH DAMAGES.