

Terms & Conditions

1. These terms form a binding contract between Photography by Michaelangelo ('The Photographer') and the bride and groom named and detailed above ('The Clients') for the provision of wedding photography services (and any extras requested) on the above 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 signed/dated by both The Photographer and The Clients.
2. Upon acceptance of this contract, the deposit due is payable in cash or by cheque (made payable to Michaelangelo Siracusa) or by bank transfer (Account No: 47027657, Sort Code: 52-41-42). 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 19 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.
3. The balance of the total cost of the photography service is due no later than 30 days before the wedding date. This balance does not include the cost of any extras The Clients may wish to purchase which will form the subject of a separate agreement. 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 £70 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. All prices not directly involved with services provided by The Photographer are correct at the time of print, including but not limited to the price of extras provided by external suppliers, cost of travel and accommodation. Any changes to these will be given in writing to The Clients.
5. The Photographer is to be the only stills photographer in attendance at the wedding for financial gain. Videographers and photobooths are permitted but notice of their attendance and use must be given in advance verbally or preferably in writing. This ensures appropriate contact and co-operation between the parties covering the wedding.

6. The Photographer will bring along a second photographer who will be operating under his direction if The Clients wish to have additional coverage of the wedding. The cost will depend on the length of coverage chosen and will be outlined by The Photographer and added to the total.
7. 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 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 those in attendance, including The Clients.
8. The Photographer will endeavour, as far as possible, to adhere to the list of required and group photographs, but 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.
9. 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 co-operation of The Clients and The Client's guests and the guidelines and/or rules imposed upon The Photographer by the ceremony officials, venue staff and management.
10. Wedding photography is requested by The Clients on the basis that it will have a style identical or similar 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. However, black and white versions of any colour photographs delivered (or of all of them) can be requested.
11. The dimensions and image format 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 to fit within the boundaries stated on his website for the wedding coverage chosen by The Clients. Any photographs taken that do not meet the standard of delivery to The Clients are deleted.

12. 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, the change of natural light, use of fabrics and dyes for clothing, decoration and so on, the images delivered may not match that as seen by the human eye. The balance of colours and tone used by The Photographer will be deemed correct.
13. 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. Negatives/Digital files remain the property of The Photographer.
14. The Photographer grants The Clients a license for use 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 a requestable order form. Image files must NOT be copied, altered or sold in any way whatsoever without the express written permission of The Photographer.
15. 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.
16. 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 suppliers.
17. 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 2 months. If delivery of the final images does not occur within 6 months from the date of the wedding then The Clients will receive a refund amounting to the total money paid minus the deposit.
18. 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.

19. In the event that the wedding is cancelled by The Clients before the ceremony takes place, the deposit paid by them will be forfeited. If the wedding is cancelled 30 days or more before the agreed date, any balance paid by The Clients will be refunded. If the wedding is cancelled less than 30 days before the agreed 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. If the date is subsequently re-booked by a different couple, The Clients will be due a full refund of all money paid, including the deposit. Any cancellations made by The Clients must be made in writing.
20. 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 current cost of any services already rendered to The Clients.
21. 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 then the Photographer's liability will be limited to a refund of the total of all money paid, minus the current 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.
22. The due performance of this contract is subject to alteration or cancellation by either The Clients or The Photographer owing to any cause beyond their control due to acts of God or Force Majeure.
23. 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 less than 30 days before the original date will result in all of the money paid by The Clients to be forfeited. If The Photographer is able to secure work on the original wedding date, any money paid by The Clients will be refunded in full.
24. The Clients shall be 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.
25. Any complaints regarding the quality or amount of the images and/or extra products received must be made in the first instance to The Photographer within 21 days of receiving the relevant product.

26. A 14 day cooling off period will apply to this agreement. 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 any deposit paid.
27. This contract is made under, and is subject to, English law.