



## Terms & Conditions for Wedding Photography

**Booking Fee** - The Booking fee of 50% secures the date, time and services for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

**Cancellation** - In the event that The Client cancels less than 12 weeks before the wedding will result in payment in full. The payment shall be payable as compensation it being an agreed estimate of the loss The Photographer would suffer. All cancellations must be in writing. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

**Payment** - Following payment of the 50% booking fee, balance of payment is due 8 weeks before the wedding date. Payment for additional photographs / extras to be made when these are ordered.

**Delivery of Prints** - Your preview prints will be ready within 3 - 12 weeks and will be uploaded to your online gallery. You will be given a gallery password that only you and SPL Photography will have. You are free to share this link and password with your friends and family. You are responsible for who has access to your gallery. SPL Photography takes no responsibility for gallery ID, password and who has access to the gallery after delivery. (Password may be changed on request should the need arise). You will also be given a link to download the high-resolution images, this will include one folder with Colour images and one folder with Black & White images. SPL Photography will be pleased to offer printing & publishing of photographs and albums on request.

**Licence** - The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgements regarding the locations, poses, and number of photographs taken shall be deemed correct. Due to vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested. As Photographers we own the full artistic licence during the wedding. i.e., we decide what is actually captured at the event and the subsequent photo editing. Specific instructions to edit, retouch or airbrush individual photos e.g., background object removal, skin smoothing, blemishes, scar, tattoo removal and body contouring etc. will incur an extra time in editing costs and will be assessed on a photo-by-photo requirements basis.

**Photographs** - Photographs taken during the course of a booking will be at the discretion of the photographer. The Photographer shall endeavour to photograph all individuals as requested by the Client at some point during the coverage, but no responsibility will be taken by the photographer in the event of leaving somebody out. The Photographer shall endeavour to capture the important moments throughout the day as they occur. However, because of the nature of the event, as a one off, unforeseen moment's might not be recorded. Due to a variety of lighting conditions and the limitations of professional film or digital capture, some colours may alter slightly throughout a set of photographs. Please note that certain colours do not reproduce on photographic film or paper. We will provide a pleasing colour balance but cannot guarantee exact colour matching owing to the anomalous reflectance (or known as colour cast) caused by a combination of surroundings and 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. Due to limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that the prints will not match images rendered on any particular computer monitor.

**Display** - The Photographer may use any images included in this contract in their studio, website, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or commercially. Negatives / Digital File Negatives / Digital Files remain the sole property of the Photographer.

**Re-Orders** - All re-orders shall be treated as an extension of this contract. No responsibility for error will be accepted unless orders are given in writing.

**Copyright** - 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 and remain the copyright of the photographer. 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 written permission of the photographer other than for the client(s) personal use.

**Force Majeure** - The due performance of this contract is subject to alteration or cancellation by either part owing to any cause beyond their control.

**Digital Files** - Original photo digital files are stored on an active file for a period of 1 year from the date of the event and then archived, after which a search fee will be charged in addition to the prices in force at the time. Images / Digital files remain the property of The Photographer and shall be kept for not less than 5 years from the date of commission.

**Sustenance** - The bride and groom agree to provide the following. A meal and soft drinks for the photographer and his assistant where the length of the attendance exceeds 6 hours.

**House Rules** - Note the photographer is sometimes limited by rules imposed by the registrars, ministers and venue management as to what can and cannot be done. For example, some ministers insist that no flash photography is allowed, and others will insist that the photographer shoot from a specific location. In such circumstances the bride and groom agree to accept the technical limitations that may be imposed. We advise the bride and groom to make themselves aware of the rules of the venue.

**Not Included** - For clarity here listed are services not included in this agreement. Further retouching or adjustment of images after delivery, wedding album, photographic or digital prints. Please note: post production of wedding photographs for albums or prints can be arranged as an additional service once this contract has been fulfilled.

**Limit of Liability** - If the photographer is too ill or becomes injured and cannot supply the wedding services specified above, SPL Photography will do everything possible to book a replacement wedding photographer of comparable professional experience. If a replacement photographer cannot be found in these circumstances, liability is limited to a refund of any payments received. SPL Photography has working methods in place to prevent the loss or damage to your images. (The digital files are backed up. Duplicate equipment is on hand in case of breakage or failure). However, there exists the unlikely possibility that images may be lost, stolen or destroyed for reasons beyond the control of SPL Photography. In these circumstance liabilities is limited to the return of fees paid for the service or part thereof according to the percentage of original images supplied.

**Data Protection** - SPL Photography takes the responsibility for looking after information seriously. We follow the data Protection Act at all times when asking for or handling your information including: Personal data shall be processed fairly and lawfully, Data is processed only for the purpose for which it was collected, Data is adequate, relevant and not excessive, Data is accurate and kept up to date, Data is not kept longer than necessary, Data is kept secure against unauthorized access and loss or damage. Sometimes sensitive information may also be asked for e.g., secret (from press) location whereabouts. We will always ask for explicit consent before collecting or using this information.