

# TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions "the photographer" shall mean James Gillies. "The client(s)" shall be those persons defined as bride and groom in the wedding booking. It supersedes all prior and simultaneous agreements between the parties. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

**Booking Fee / Deposit Payments.** A non-refundable booking fee of €350 as well as full acceptance of the terms and conditions secures the time and services of the Photographer for the wedding and is nonrefundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. 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 one calendar month before the wedding day. 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. Payments for albums or additional album photographs, prints & frames are made after the wedding at the time of ordering.

**Travel, Stay and Subsistence.** Travel, stay and subsistence for attendance at venues within Ireland & N.Ireland is included in the price of the packages. Where wedding attendance requires travel outside of Ireland & N.Ireland and within Europe, a fee of €550 will be added. Travel Outside of Europe will incur an extra fee of €1100

**Wedding Arrangements.** The details of the wedding arrangements are to be agreed upon beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

**Cancellation.** The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. Cancellations within 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

**Model Release.** THE CLIENT hereby grants James Gillies the irrevocable and unrestricted right to use and publish photographs of THE CLIENTS or in which THE CLIENT may be included for editorial, trade, advertising or any other purpose and in any manner and/or medium considered standard by the wedding industry. Such mediums/purposes include, but are not limited to: advertising, internet promotion, photographic contests, public displays, photography books, wedding blogs, studio display, sample wedding albums, and any other use thought proper by James Gillies and considered standard by the wedding industry.

**Images.** All image sizes are nominal. The Photographer/s 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, and also due to the various colour temperatures of artificial lighting. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements 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.

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The photographer's judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

**Completion Schedule.** Digital processing takes approximately 2-3 weeks for pre-wedding/engagement sessions and 4-6 weeks for weddings

**Retouching.** All images will be adjusted for exposure, colour, brightness, contrast, sharpness, etc to the Photographer's taste. The Photographer's judgement regarding these corrections and the number of images put forward to the Client shall be deemed correct. Retouching, digital manipulation and artist finishing are available to the Client as an option at extra cost.

Retouching includes but is not limited to additional skin softening/smoothing, correction of hair/makeup/clothing, removal of objects from a scene, swapping a face from one image to another, environmental effects, reflections in glasses, teeth whitening, brightening of eyes, and bodily enhancements.

**Online Gallery.** Images will be delivered via an online gallery. All Images will be available to download in colour & black&white. The images will remain on the gallery for 2 years from the date of the wedding. The client has the option to keep the images on the gallery for longer from €60 per year.

**Prints / Reorders.** All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

**Albums.** Wedding Albums purchased as part of a wedding package incur no extra fees if completed within 1 year of the wedding date. Wedding albums that are looking to be completed after 1 year will be due a fee to cover increases in printing costs & shipping of €60, increasing by €0 every year thereafter.

**Copyright.** The copyright Designs and Patents Acts assign the copyright of the images to the photographer. 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 UK Copyright and Design Act 1988 and Irish copyright and related rights act 2000. 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/s in writing.

**Licensed Images.** Licensed Images Images supplied as High-Resolution jpeg format digital files will be suitable for printing up to size 40x30 inches. Images will be supplied either online in a private downloadable folder and/or by us on a USB Memory Stick. They are licensed to you for sharing or displaying electronically with Family and Friends, and for printing by the Bride and Groom ONLY. Sale, Publication or any Commercial use of the photographs are not allowed without prior written permission from James Gillies. THE CLIENT must obtain written permission from, and compensate James Gillies prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit. Your remaining family and guests must View and Purchase prints from the 3rd party "Pixieset" website.

**Force Majeure or Act of God.** The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

**Attendance.** In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, (death, injury, sickness, or other circumstances beyond the control of the photographer etc.) we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability. The Client has the right to refuse to accept the substitute photographer and may instead terminate this agreement and receive a full refund of all monies paid.

**Limitation of Liability.** In the unlikely event of a total photographic failure 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 indirect or consequential loss.

**Personal Accident.** Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

**Complaints.** Any complaints should first be raised by the Client with the Photographer in writing within 21 days from the date of receipt of images.