

BNG Photography

1A The Square • Earls Barton • Northampton • NN6 0NA
Tel: 01604 810541 • Web: www.bngphotography.co.uk

WEDDING PHOTOGRAPHY SERVICES TERMS AND CONDITIONS

All sales are subject to these terms and conditions. BNG Photography reserves the right to change these terms and conditions without notice.

It is mutually agreed that the Booking Form together with the following Terms and Conditions form the Wedding Contract and that no variation or modification of this Contract shall be effective unless accepted by both parties in writing.

Meanings. "Photographer" means any partner of BNG Photography, his and/or her heirs, agents, employees, legal representatives and assigns, those for whom the Photographer is acting, and those acting with his and/or her authority and permission. "Couple" means the Bride and Groom.

The Product. The Photographer agrees to be in attendance on the wedding date on the Booking Form and to take photographs during the day. The photographer agrees that the Couple will be provided with photographic services and products relevant to the wedding package they have chosen.

Sole Rights. The Photographer shall be the sole professional stills photographer at the venues specified on the booking form. Other persons may take photographs at the wedding and reception, however all group shots set up by the Photographer are for the Photographer to photograph without distractions from guests or third parties. It is the Client's responsibility to inform all guests and third party vendors of this policy.

Booking Fee. A non-refundable booking fee of £250.00 is required at the time of booking. Dates are reserved once the fee has cleared and a signed contract has been received. The booking fee is deductible from the total cost.

Payments. The full balance must be paid 30 days prior to the wedding day (or immediately if there are less than 30 days to go). Payments for extra products not included in the Wedding Package (such as additional albums and guest reprints) must be made at the time of ordering.

Copyright. The Photographer has the absolute right to copyright and use the photographs taken at the wedding and any other reproduction or adaptations thereof, in whole or in part, alone or in composite or altered form, or in conjunction with any wording or other photographs or drawings, for advertising, publicity, editorial or any other purpose including use on the Internet and World Wide Web or transmission by any other electronic means.

Model Release. The Couple waive any right to inspect or approve the finished use of the photographs and the copyright of the photographs belongs to the Photographer as per the United Kingdom Copyright Act 1988.

The Couple releases and discharge the Photographer from any liability whatsoever, by reason of any distortion or alteration or use in composite or other form, whether intentional or not, which may occur in the making or use of the photographs.

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License to Reprint & Redistribute. Where negatives or high resolution images on CD or DVD are provided to the Couple, the Couple have absolute license and right to reprint those images and distribute them freely, so long as it is not for a commercial purpose.

Where negatives or high resolution images on CD are not provided, the Photographer reserves the sole right of reproduction. Reprint or other reproduction, including those made in electronic form are expressly forbidden as per the United Kingdom Copyright Act 1988.

Disclaimer. The Photographer agrees that every effort will be made to provide high quality photographic services. In the unlikely event that the Photographer is unable to provide the Couple with the agreed upon photography services and/or products because of illness, injury, death, fire, crime, mechanical breakdown, force majeure or any other cause, the Photographer's maximum liability shall be limited to a full refund of all monies paid.

Limitation of Liability. If the Photographer cannot perform this Contract in whole or in part due for any reason then the Photographer may return all monies paid by the Couple and shall have no further liability with respect to this Contract. The liability of the Couple to the photographer shall not exceed the value of the agreed price on the booking form. Neither party shall be liable for indirect or consequential loss.

Cancellation. The Couple may cancel this Contract at any time by writing to the photographer using a recorded delivery service. If the Contract is cancelled within 30 days of the wedding then it will be subject to a cancellation charge of 50% of the total price stated on the booking form. Booking fees are not refundable.

Colour Matching. It is not always possible to reproduce colours exactly as seen by the human eye. Whilst all effort will be made to reproduce colours accurately, the Photographer cannot guarantee exact colour matching.

Effective From. This Contract for wedding photography services becomes effective and binding from the date the Photographer receives a signed copy and a cleared booking fee from the Couple.

I have read and fully understood the schedule and terms of this contract and realise that this contract becomes effective immediately.

Name & Signature:

Date:

Address:

Thank you for booking BNG Photography for your wedding photography.

Proprietors: Belinda Goodman and Nigel Goodman