

## Terms & Conditions of Business including Wedding Contract

The following terms of agreement form part of the contract to be entered into between you ("the Client") and Gareth Williams trading as Gareth Williams Photography ("the Business"). The term "photography" used hereafter, is deemed to mean "still" photography (whether film, digital or otherwise) and not any form of "video" or "movie" photography.

**Wedding Services:** Gareth Williams Photography will provide professional wedding photography services to the Client.

**Price and Payment:** The price for the Services will be dependent upon the Services required by the Client and which Gareth Williams Photography agrees to provide. A booking fee of £250.00 is required at the time of booking, together with a signed contract/booking form. Dates are reserved only when this fee is paid. Please note that this booking fee is not refundable. An amount equalling 50% of the remaining balance is payable 21 days prior to the wedding, with the final balance payable on the production of the agreed goods and services.

**Creative Licence:** Gareth Williams shall be granted creative and artistic licence in relation to the choice of locations and poses used. Gareth's judgement on photographic style and the number of photographs taken shall be deemed correct. Due to changes of the weather and the availability and willingness of subjects, Gareth will do his best to honour requested photographs but does not undertake to guarantee specific pictures nor incorporate any specific background, location or group arrangement.

**Exclusivity:** Gareth Williams Photography shall be the sole professional "still" photographer at the venues specified. In the event that the Client or any guest at the wedding arranges for a professional or amateur videographer the Client must indicate which of the videographer or Gareth Williams Photography is to take the lead role. If Gareth Williams Photography is to take the lead role the Client must ensure that this is communicated to all those involved. The videographer, family, friends and other guests may take photographs throughout the day provided that they do their utmost to ensure that they do not materially interfere with or obstruct any potential photographs. Gareth Williams Photography will accept no liability in the event that such interference occurs and results in the loss or reduction in quality, artistic or aesthetic, of any photographs.

**Copyright Release:** Under the Terms of the 1998 Copyright, Designs, and Patents Act copyright in all photographs taken by Gareth Williams Photography remains the sole property of Gareth Williams Photography. By entering into this contract the Client hereby gives permission to Gareth Williams Photography to use all images and reproductions on the Business web sites and for displays, samples, self-promotional advertising and photographic competitions. The rights under sections 77 and 80 of the above 1998 Act, are hereby asserted. The Client may not copy the photographs taken under this contract, or allow copies to be made photographically, electronically or by any other means.

**Cancellation:** If Gareth Williams has to cancel this contract for reasons beyond his control (death, injury, sickness etc.), his liability shall be limited to a full refund of all monies paid. The client may cancel this contract at any time within 7 days of payment of the Booking Fee. After 7 days from the date of signing the contract, as compensation for loss of income for the Business, the following charges apply as a percentage of the total fee due.

Number of days before the wedding:

60 days or less - 100% charge

61-90 days - 75% charge

91-120 days - 50% charge

Should a cancelled wedding become just a postponement then, subject to the availability of Gareth Williams, all monies paid will be applied to the new wedding. In such case, the total fees chargeable shall be those which apply at the time of re-booking. In the event of Gareth Williams taking another wedding booking for your cancelled or postponed date a discretionary refund of the monies paid may be made.

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### **All Services:**

**Limitation of Liability:** The Services provided under this contract will be provided with the reasonable care and skill expected of a professional photographer. If any part of the Services is provided negligently, in breach of the provisions of this agreement or not provided as a result of sickness or photographic failure then Gareth Williams Photography's liability shall be limited to the contract price.

Except in the case of death or personal injury caused by our negligence, and to the extent permitted by law, Gareth Williams Photography's liability under this contract howsoever arising, whether in contract, tort, negligence, breach of statutory duty or otherwise, and any indirect or consequential loss, damages or expenses (including loss of profits, business or goodwill) howsoever arising, or breach of contract shall not exceed the amount of monies paid.

**Copyright:** Under the Terms of the 1998 Copyright, Designs, and Patents Act copyright in all photographs taken by Gareth Williams Photography remains the sole property of Gareth Williams Photography. By accepting these Terms and Conditions the Client hereby gives permission to Gareth Williams Photography to use all images and reproductions on the Business web sites and for displays, samples, self-promotional advertising and photographic competitions. The rights under sections 77 and 80 of the above 1998 Act, are hereby asserted. The Client may not copy the photographs taken under this contract, or allow copies to be made photographically, electronically, or by any other means.

All rights including copyright and reproduction rights relating to work, images (whether electronic or otherwise), ownership of goods and services which are photographed, taken, produced or supplied by Gareth Williams Photography remain with the Business until payment for such items has been received in full, unless agreed in writing by the Business prior to the commission, photographing, taking, production or supplying of such items.

**Photographs:** Whilst every effort is made to provide the highest quality, exact colour matches cannot be guaranteed. Due to the reflectance of some dyes and materials, particularly vegetable dyes combined with artificial materials, it is sometimes impossible to match colours as seen with the human eye. Green and yellow are the most common variants, but if in doubt we will be pleased to test any materials.

The sizes of all photographs are nominal.

**Complaints Procedure:** Please address any complaints to Gareth Williams Photography by postal service to the Business address at 228b, Leigh Road, Chandlers Ford, Eastleigh, Hampshire, SO53 3AY. We will endeavour to respond to any complaint within 48 hours. In the unlikely event of an unresolved dispute we accept that the Master Photographers Association may act as arbiter and that their decision will be binding on all parties to the dispute.

**Entire Agreement:** These terms and conditions set out our agreement relating to the supply of our Goods and Services. Nothing said by any employee, agent or other representative on behalf of the Business shall vary these terms and conditions or be an authorised representation unless accepted by Gareth Williams Photography in writing.

By booking and purchasing any goods and services from Gareth Williams Photography it is deemed that the Client accepts these Terms and Conditions.

Website Terms & Conditions and our Privacy Policy are available at [www.garethwilliamsphotography.co.uk](http://www.garethwilliamsphotography.co.uk) - the Business web site.

**The Contract (Rights of Third Parties) Act 1999** shall not apply to this contract.

**Governing Law:** The interpretation of this contract shall be in accordance with English Law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

# Gareth Williams Photography

## WEDDING BOOKING

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Church / Hotel / Register Office: \_\_\_\_\_

Reception: \_\_\_\_\_ Formal / Buffet \_\_\_\_\_

No. of Guests: \_\_\_\_\_ Dress: Formal / Informal \_\_\_\_\_

Bride's Name:

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Groom's Name:

Best Man: \_\_\_\_\_

Address: \_\_\_\_\_ Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Bride's Family:

Parents: \_\_\_\_\_

Brothers / Sisters: \_\_\_\_\_

Grandparents: \_\_\_\_\_

Groom's Family:

Parents: \_\_\_\_\_

Brothers / Sisters: \_\_\_\_\_

Grandparents: \_\_\_\_\_

No. of Bridesmaids: \_\_\_\_\_

No. of Ushers: \_\_\_\_\_

Any other helpful information:

I hereby engage Gareth Williams Photography to act as official photographers at the above wedding and I agree to their Terms and Conditions of Business and confirm that the copyright in all photographs taken pursuant to this agreement shall belong to Gareth Williams Photography who shall be entitled to reproduce and advertise them whether for consideration or otherwise as they shall think fit.

I note that the booking fee of £250-00 is non returnable.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please tell us how you heard of us. If web search-which search engine? e.g. Yahoo

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www.garethwilliamsphotography.co.uk