

NEESAMS PHOTOGRAPHY WEDDING BOOKING FORM AGREEMENT PLUS GENERAL TERMS / CONDITIONS

It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of contract shall be effective unless agreed by both parties in writing.

A non-refundable booking Fee £..... is charged when the Client signs this contract, this fee is Deducted ( in full ) from the Total Wedding price only [ Payable at least SIX weeks before the wedding date ].

Payments\*

Following payment of the booking fee the remaining balance is due to be paid on or before ..... Payment for additional images is to be made before ordered at the current prices.

Display

The Client /s hereby allows The Photographer/s to display / use any images on our web sites, included in this contract in their studios, portfolio's, literature, wedding exhibitions, wedding albums, facebook, Hotels etc. advertising, web site / display site/s. Images. **Sign** .....

Image sizes are nominal. The Photographer/s will provide a pleasing colour balance, but cannot guarantee an exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record digitally an exact colour match as seen by the human eye.

Retouching digital, manipulation and finishing is available to the Client as an optional extra.

Reorders will only be available for a limited time after the wedding date.

All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing. Reorders are available for a limited time after the wedding date.

Copyright Act 1988

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 Copy Right 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/s in writing.

Licence

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, and final. Due to the vagaries of the weather and willingness of subjects it may not be possible to capture all the images requested.

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.

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.

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. Should cancellation be received by the photographer/s less than 6 months prior to the date of the ceremony the Client shall in addition pay a sum equal to\* 50% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the photographer/s would suffer.

Negatives / Digital Files / DVDs / CDs / Images remain the property of Neesams Photographer/s.

Neesams Photographers are the only Official photographers allowed at the Wedding.

Complaints, should first be raised by the Client with the photographer/s in writing within 14 days of viewing the images. Viewing / Choose your images within 3 months from our web site, using the code number under each photo.

We will design the album for you as stated on your booking form / invoice details.

**I / we have read this booking form and agree to abide by the terms and schedule agreement set out in it.**

**I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

**I /we enclose a non-refundable booking fee £.....Cheques or Cash payable to:- M. Neesam.**

Signed: .....Date..... clearly print name.....

Signed: .....Date..... clearly print name.....