

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 this contract shall be effective unless agreed by both parties in writing.

Booking Fee

The Booking fee secures the time and services of the Photographer 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 less than 12 weeks before the wedding will result in 50% payment of the remaining balance and less than 8 weeks will result in full payment. 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.

Payments

Following payment of the £200 booking fee, balance of fees due are to be paid in full 28 days prior to the wedding. Payment for additional images is to be made online when they are ordered.

Display

The Photographer/s may display any photographs included in this contract in his/her studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows.

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 especially man-made fibers. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

Reorders

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.

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. 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 Photographers 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.

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.

Attendance

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, 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.

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. Cancellation less than 8 weeks before the wedding will result in the payment in full.

Negatives/Digital Files

Negatives / digital files remain the property of Michael Wells Photography.

Complaints

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

In the unlikely event of an unresolved complaint the Client may request the Society of Wedding and Portrait Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

