

TERMS AND CONDITIONS – The small print

By signing this booking form, it is agreed that the following terms set out the total agreement made between Dave Eason Photography and the client and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

- 1) **Booking Fee** The booking fee/deposit/retainer of 50% of the chosen package secures the time and services of Dave Eason Photography on your chosen date. The 50% balance is payable no later than one month prior to the wedding date or cancellation by the client is assumed. Deposits are non-refundable and only transferable if another date is booked, providing it is free. If the wedding is booked with less than a month to go, then payment in full, cleared funds is required.
- 2) **Flash Photography** Epilepsy and Flash photography do not mix. When signing this form you are accepting all responsibility regarding this. You accept that it is also your responsibility to make Dave Eason Photography aware at the time of booking if anyone in your party suffers from this. You are accepting that if I have to avoid flash in the vicinity of a sufferer, it means I cannot take photos of anyone nearby and hence means less overall photos.
- 3) **Cancellation:** The client may cancel this contract at any time by giving written notice to Dave Eason Photography but in doing so shall forfeit any monies paid, should cancellation be received by the Photographer less than 6 months prior to the date of the ceremony. Postponed weddings to a later date will retain the fee as long as the photographer is able to re-schedule for the new date and time if not then the cancellation terms stated above will apply.
- 4) **Payments:** Cheques, Credit Cards, cash, direct banking can all be taken. All goods remain the property of Dave Eason Photography until full payment is made and cleared. DVDs are non returnable.
- 5) **Privacy:** We respect your privacy. Dave Eason Photography will not, under any circumstances, sell, rent or loan any identifiable information regarding you – our customer to any third party ever. Any information you give us is held with the utmost care and security. When you place an order with us, we request your full name, postal/billing address, e-mail address, land and mobile numbers. We only use this information for the purpose of processing your orders, for statistical purposes and possibly for notifying you of any products or special offers that Dave Eason Photography thinks may interest you.
- 6) **Display:** Dave Eason Photography naturally takes security very seriously. Taking this into account, Dave Eason Photography may display any photographs/artwork included in this contract, in literature, promotion, advertising, photo competitions, marketing, display areas, exhibitions, newspapers, competitions or slideshows. If you object to this please make a note on the any special requirements section of this form.
- 7) **Images:** All image sizes are nominal. Dave Eason Photography 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 fibres. It is sometimes impossible to record by photographic equipment the exact colour as seen by the human eyes.

In order to ensure the overall quality of the images provided, the photographer reserves the right to delete and/or edit selected images before providing the DVD/CD. The photographer will use reasonable endeavours to ensure that the required number of images are provided, but will have no liability in the event that circumstances prevent this
- 8) **Re-orders/Reprints:** All reprints and re-orders are treated as an extension of this contract and no responsibility for error will be accepted by Dave Eason Photography unless orders are given in writing on the supplied order form.

Prices are as per the current (At time of booking) price list.
- 9) **Copyright:** Copyright in the photographs will reside with the Dave Eason Photography, unless otherwise pre agreed. If pre agreement or the payment of a licence fee is reached on the publishing any DVD photos, a "copyright (year) www.daveason.co.uk" is placed on or very near each photo please.

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 this 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 Dave Eason Photography in writing. The client is permitted to make a back up copy of the DVD/CD containing the photographs for his/her own use only but not for commercial purposes.

9a) The client understands that when purchasing digital images that any used in any method of publishing especially web sites like facebook and twitter that Photography by www.daveason.co.uk will be placed alongside or on all images.
- 10) **Licence:** Dave Eason Photography shall be granted artistic licence in relation to the poses photographed and the locations used. Dave Eason 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 the subjects, the Church/Registry Office venues rules on photography, it may not be possible to capture all of the images requested.

10a) Dave Eason Photography is limited by the guidelines and policies of the ceremony official and reception site management. The client agrees to accept the technical results of the imposition of these house rules on Dave Eason Photography. Negotiation with the officials for moderation of guidelines/policies is the sole responsibility of the client. Dave Eason Photography will offer technical recommendations only.

It is the client's responsibility to nominate a person i.e. Best man to gather/round up all guests for photographs. Bear in mind Dave Eason photographer will be meeting your family for the first time. A shoot list is recommended.

10b) Missed photographic opportunities - The client agrees not to hold Dave Eason Photography liable for any missed photographic opportunities due to individuals failure to be present or to cooperate during photography sessions, or due to details not pre-revealed to Dave Eason Photography. Every possible care will be taken to produce photographs of all important and special events during the wedding. See 10) 10a above.

10c) The Photographer will not tolerate verbally or physically abusive behaviour, nor will he share time or compete with guest taking photographs for the attention of subjects. Unchecked guest's conduct that interferes with Dave Eason Photography, may seriously affect the quality of the photographs being taken; increase the number of times a photograph needs to be re-taken, and/or completely eliminate the possibility to capture the moment. If after discussion the client is unable to control the conduct of guests and such conduct results in an unacceptable measure of interference, or if the guest conduct results in Dave Eason Photography suffering equipment loss or damages, Dave Eason Photography may be forced to immediately terminate his services. The client understands that in such an event, no wedding fee refund will be provided. In the event of equipment loss or damage resulting in guest's misconduct, the client further understands they may be liable for recovery of any cost incurred as a result of the said equipment loss or damage.
- 11) **Storage:** All successful photos taken will be placed in a gallery at www.daveason.co.uk for two weeks from the live date only unless otherwise pre-agreed. Dave Eason Photography shall not be responsible for keeping/storing copies of the images, whether electronic or printed, for more than 6 weeks after the date of the event unless otherwise pre agreed.
- 12) **Force majeure or Act of God:**

Neither the Client nor Dave Eason Photography shall be liable for any loss or damage arising directly or indirectly due to an act of God, fire, armed conflict, labour disputes, civil commotion, intervention of a government, accidents, interruption to transportation, weather or any other cause outside the Photographers control." In the event of bad weather, it is the Bride and Grooms responsibility to have a plan B ready if photographs cannot be taken outside.
- 13) **Attendance:** In the unlikely, rare event of Dave Eason Photography 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. Dave Eason Photography will not be held responsible for any extra cost over and above his normal wedding charges should you choose to hire your own alternative photographer.
- 14) **Limitation of liability:** In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be to limit the total value of the contract. Neither party shall be liable for indirect consequential loss. In the event of unforeseen circumstances causing loss of the photographic record of the event, or preventing attendance of the photographer or the taking of photographs at the event except in the cases of section 7c, the photographer will repay all fees and deposits in full, but we have no liability beyond this.
- 15) **Complaints:** Any complaints should first be raised by The Client with The Photographer in writing no later than 7 days of the receipt of the images. To help arbitrate disputes and preserve trust and safety, we retain all e-mail messages sent and received