

Littlebox Photography - Booking Agreement – continued

Terms and Conditions

1. **Date of this Agreement**..... 201..

2. **Parties**This Agreement is made between Karen Wildgoose of Adelaide Wharf Lane Bourne End Buckinghamshire SL8 5RU and Claire Novakovic of 44 Heathfield South Twickenham Middlesex TW2 7SS trading in partnership as Littlebox Photography ('we' or 'us') (1) and the Bride and Groom named in the particulars on page 1 ('you').

3. **Entire Understanding** This Agreement comprising the particulars on page 1 and these Terms and Conditions contains the entire understanding between us and you. No variation or modification of this Agreement shall be effective unless made in writing and signed by us and you. If any provision of this Agreement is deemed to be invalid or unenforceable, the validity of this Agreement as a whole shall not be affected.

4. **Booking Fee** The Booking Fee mentioned in the particulars must be paid on the signing of this Agreement. It is non-refundable.

5. **Full Payment** Payment in full of the Package Price stated in the particulars must be made at least 30 days before the Date of the Wedding stated in the particulars. The Booking Fee paid will be allowed as a deduction from the Package Price. You are jointly and severally liable for the payment of the sums due under this Agreement.

6. **Cancellation** You (or either of you) may cancel the booking at any time before the Wedding Day by giving us notice in writing at either of the addresses of the partners mentioned in clause 2 of this Agreement which shall be promptly acknowledged on receipt but until so acknowledged in writing such notice shall be deemed not to have been given or received. Cancellation does not annul this Agreement or relieve you of the obligation to pay any balance due of the Full Payment payable under this Agreement. Any claims for refunds must be made in writing signed by both of you who must jointly instruct us as to whom the refund cheque is to be made payable. On cancellation you shall jointly be entitled to claim a refund of any money paid limited as follows:

- If the notice of cancellation is received less than four weeks before the Wedding Day no refund will be given and the balance due is payable in full if not paid
- If the notice of cancellation is received more than four weeks before the Wedding Day you may claim a refund of 50% of the Package Price paid after deducting the Booking Fee and we shall be entitled to retain the Booking Fee and to recover from you if unpaid 50% of the balance payable under this Agreement.
- if the notice of cancellation is given more than six months before the Wedding Day, you may claim a full refund of all money paid after deducting the Booking Fee.

7. **Additional expenses** You must pay our the travelling expenses and hotel bills including the cost of our overnight accommodation and train fares or a mileage allowance at a rate of 40p per mile, up to a maximum of £500.

8. **Limit of Liability – unforeseen circumstances** Should any sudden illness, accident, breakdown, disruption or interruption of transport services or other unforeseen circumstance prevent us from covering your event we will make every effort to provide an alternative professional photographer who may fulfil our obligations under this Agreement in our place, but if they fail to do so our liability shall be limited to a refund of the payments received.

9. **Copyright** We shall retain the copyright of all images. You hereby assign and grant us the right to use and publish any photographs. These may be used on the company website, portfolio, literature, displays, exhibitions, photographic competitions and other forms of display including advertising, photography books, shop fronts, window displays and for any other purposes as we think fit. All 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, Designs and Patents Act 1988 – please see <http://www.legislation.gov.uk/ukpga/1988/48/contents> It is contrary to the Act to copy, or allow to be copied photographically or electronically or by any other means an image created as part of this contract without our permission in writing. You hereby release us, our legal representatives, heirs and assigns from all liability and claims in connection with the images. When used in personal websites all images taken and owned by us must be accompanied by appropriate accreditation. This accreditation must hyperlink to our website i.e., www.littleboxphotography.co.uk. You must notify us of any use on the internet.

10. **Exclusions of liability** Whilst we and/or our appointed agents shall exercise all reasonable skill, care and diligence in the discharge of our duties, in the event of circumstances beyond our control, liability is limited to a refund of payments received – less expenditure for which receipts will be provided. Should images be lost, stolen or destroyed for reasons beyond our control liability is limited to return of fees paid for the service or part thereof based on the percentage of original images supplied. Neither party shall be liable for indirect or consequential loss. Please note that some fabrics

react differently in some lighting conditions and can cause the colour of the dresses to be different, giving incorrect colour beyond our control. We cannot guarantee exact colour matching due to the anomalous reflectance caused by certain dyes and materials, especially man-made fibres. We will not replace 'artbooks' due to slight difference in colour, as this is not considered to be a manufacturing fault. We cannot be held responsible for images and photography sessions being disrupted by adverse or unfavourable weather conditions or any circumstance which affect the outcome of the wedding photography. We take no responsibility for 'artbooks' that have incorrect images due to any error you make in ordering. A charge will be made if it is necessary to redesign the 'artbook'.

We cannot be held responsible for loss or damage of prints. 'artbooks', discs etc. sent through the post. A courier service can be arranged at your cost. Whilst we will exercise all reasonable care and diligence in the discharge of their duties, in the event of any unforeseen circumstance causing loss of any photographic records, we will only be liable up to the amount you paid us. We do not accept liability for any indirect or consequential loss.

11. Reservation When the Booking Agreement and the Terms and Conditions have been signed we will reserve the time and date agreed.

You agree to a pre-wedding consultation/meeting to finalise any unfinished business and/or to finalise all details relating to the wedding photography per se.

You will be responsible for designating responsibility to someone attending the wedding (not us) to ensure that all individuals/groups are available when photographs are being taken – to ensure that photographs requested by you can be taken e.g., an Usher or Best Man. In the event of the ceremony being delayed in terms of start time, we will not be liable for any photographs not taken. Different locations have their own site guidelines which will determine what we can or cannot do. This will obviously impact on the range of photographs. It is your responsibility to negotiate with officials where any variation in these guidelines is thought to be necessary.

12. Creative Licence We shall be granted creative and artistic licence in terms of locations, poses etc. Every effort will be made to fulfil any special requests you make. However, due to possible changes in the weather and the lack of co-operation of individual guests, we cannot guarantee any specific photograph in terms of subject, background, location or grouping. Please note that special requests are not binding instructions, although every effort is made to comply with your wishes. You agree that we will be the sole professional photographers at the ceremony. Family and friends are permitted to take photographs as long as they do not disturb, disrupt or interfere with our duties.

13. Privacy and your personal data We will store your personal details on a private internal database for the purposes of administration while this Agreement continues and for six months after the Wedding Day. Thereafter unless we are otherwise notified in writing, we may use your personal details to communicate with you for marketing purposes. These details will not be made available to any third party. If you wish to have your details removed from this database, please tell us in writing.

14. Viewing Following the ceremony, we will send you an edited set of the photographs taken on the day of the wedding. We will not submit all photographs taken. The final selection of photographs will be entirely at the photographer's discretion. Following a final selection of photographs we will design and arrange for the manufacture of an 'artbook' as agreed, based on the option you selected. You will have the opportunity to upgrade the artbook at this stage but this would be subject to an additional cost.

Further choices made at this stage may incur additional costs subject to the finish. This would need to be agreed in writing.

15. Archive storage of digital images After one year from the day of the wedding we will transfer the digital images of your wedding to archive storage and we may charge an administration fee for retrieving the images from our archives. We will send you our copy if you ask us for it within five years from the day of your wedding. After that we may destroy our copy.

You acknowledge that you have read and fully understand the contents of this contract and agree to the terms therein:

Signed (Bride) Signed (Groom)

Date: Date: