

Richard Holgate Photography

'Making your special day last forever'

Terms & Conditions

It is mutually agreed that the following Terms and Conditions form an integral part of the **Contract** and is hereby effective and binding from the date on which the clients make a verbal or written commitment to use the services of Richard Holgate Photography and/or that a non-refundable booking fee has been received by Richard Holgate Photography and/or that payment of services has been received in full.

1 - Disclaimer

The detail of the **Contract** is subject to alteration or cancellation by Richard Holgate Photography owing to any cause deemed beyond their control. In the unlikely event of part or total photographic equipment failure, injury or sickness or death, Richard Holgate Photography's liability shall be limited to a full refund of all monies paid over and above the non-refundable deposit.

The **Photographer** agrees that every effort will be made to provide high quality photographic services. In the unlikely event that a mechanical failure should occur to the equipment used by the **Photographer**, or that the **Photographer** is unable to provide the photographic services agreed upon, or if the quality of the services and/or products is deemed to be substandard by the **Clients**, all parties involved agree that Richard Holgate Photography is not held responsible for any damages, emotional or otherwise and that Richard Holgate Photography's liability shall be limited to a full refund of all monies paid over and above the non-refundable deposit subject to a valid complaint (see Section 5).

2 – Limitation of Liability

All parties involved in the making of the **Contract** agree that the Wedding can not be replicated, re-enacted or repeated should the work of the **Photographer** be deemed substandard and that Richard Holgate Photography's liability shall be limited to a full refund of all monies paid over and above the non-refundable deposit. Neither party shall be liable for any level of indirect or consequential loss.

3 – Coverage

The **Photographer** cannot be held responsible for the lack of coverage caused by either the Bride or Groom or any key party to the Wedding not being on time, or by the church, registry office or licensed place of marriage restricting photography. The **Photographer** does not wholly agree to take any particular photograph nor incorporate any specific background, location or group arrangement although every effort will be made to ensure coverage requests of the Bride & Groom are achieved.

4 – Booking Fee

A non-refundable booking fee is required in order to reserve the date. This booking will be deducted from the total agreed fee for the photographic services. Richard Holgate Photography will issue a timely receipt upon any payment being made and an invoice for the remaining fee.

5 – Complaints Procedure

In the unlikely event that the **Clients** should wish to raise a complaint they should do so in writing within 21 days from receipt of the prints. Richard Holgate Photography will endeavour to respond to any such complaint within 48 hours.

Tel – 01977 681697

Web – www.RichardHolgatePhotography.co.uk

Email – Info@RichardHolgatePhotography.co.uk

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6 – Cancellation

Cancellation charges apply should the Bride and/or Groom notify Richard Holgate Photography that they wish to cancel the **Contract** of photographic services. Cancellation charges apply as follows based on a cancellation by number of days prior to wedding;

- 30 days or less prior to the Wedding – 100% of total fee payable.
- 31 to 60 days prior to the Wedding – 75% of total fee payable.
- 61 to 90 days prior to the Wedding – 50% of total fee payable.

If cancellation of **Contract** is initiated by Richard Holgate Photography for reasons beyond their control, for example due to, but not limited to, sickness, injury or death, Richard Holgate Photography's liability shall be limited to a full refund of all monies paid over and above the non-refundable deposit. Cancellation of **Contract** may also be invoked as detailed in section 7.

7 – Payments

Payment of the balance, over and above the initial booking fee is payable no later than 14 days prior to the Wedding. Interim payments are accepted and a receipt and revised invoice will be issued where applicable. Failure to make full payment no later than 14 days prior to the Wedding may result in cancellation of the **Contract** and proceedings will take place to recover unpaid fees.

8 – Copyright

The copyright of all photographs produced by Richard Holgate Photography will be retained by Richard Holgate Photography and it is a criminal offence to make copies from them by any means under the *Copyright, Designs and Patents Act 1988*. If however the package you have purchased includes images free from copyright, then you will have free use of the images and will not be bound by the *Copyright, Designs and Patents Act 1988*.

The **Clients** agree to give Richard Holgate Photography the absolute right to reproduce and/or adapt in whole or in part any photograph taken. Photographs may be used by Richard Holgate Photography and combined with text in conjunction with any wording or other photographs or drawings, for advertising, publicity, editorial or any purpose including use on the Internet and World Wide Web or transmission by any other means.

9 – Words & Meanings

Contract – The written and signed Booking Form and Terms & Conditions form which combined form the Contract.

Photographer – The person or persons who attend the Wedding on behalf of Richard Holgate Photography and organise, arrange and setup scenes and settings and utilise photographic equipment in order to capture photographic images.

Clients – The couple getting married and where applicable any parties paying for the photographic services.

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