

CONTRACT

Terms & Conditions

This contract is between Peter Bresser, proprietor of Bresser Photography & Digital Media (The Photographers) and the Client _____.

It is mutually agreed that the photographers shall provide services and/or goods as specified in the schedule below and that the client shall pay The Photographers the amounts due for said services and/or goods. It is also mutually agreed that the following terms of this agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by the photographers in writing.

FEES: The minimum total fee due is £_____ of which the booking deposit is part. Cheques should be made payable to Peter Bresser. Fees to include all photography, travel and other agreed out of pocket expenditure. Other services may be included, depending on the package purchased. Please see the schedule for details.

VIEWING: A mutually convenient appointment for collection of your discs will be made no less than 14 working days after the event.

BOOKING DEPOSIT: A non refundable deposit of £_____ is required at the time of booking, together with a signed contract. Dates for photography sessions are reserved only when these conditions are met.

BALANCE PAYMENT: A balance payment of £_____ is to be made not later than 14 days prior to the photographic session or event, unless agreed otherwise in writing between The Photographers and The Client. Prices for wedding prints are not included in the above fees, unless agreed in advance with the client.

PRICES: All services and/or goods are supplied at the price ruling at the time of supply.

CANCELLATIONS:

If The Photographers have to cancel this contract for reasons beyond their control, (death, injury, sickness etc.), liability shall be limited to a full refund of all monies paid.

If the client cancels the contract, a discretionary refund for all monies paid exists for a period of 14 days from receipt of the contract & payment. After that date, fee refunds are at the discretion of The Photographers. For guidance, the following cancellation charges, based on the number of days before the photographic session or event, are possible:

- more than 60 days before the event – 25% of total fee due
- 60 days to 30 days – 25% of total fee due
- 30 days to 15 days – 50% of total fee due
- 15 days to 7 days – 75% of total fee due
- 7 days or less – 100% of total fee due

POSTPONEMENT

If The Client wishes to postpone a session where a deposit has been paid, The Photographers will agree to find a mutually agreeable date and time up to 90 days from the original agreed session date. This alternative date cannot then be postponed to a further date and the contract will be cancelled with any monies paid forfeit.

more/

FORCE MAJEURE:

In the unlikely event of total photographic failure, beyond The Photographers' control, liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected.

SOLE RIGHTS:

The Photographers shall be the sole professional (still) photographers at the venues specified. For wedding and other family social events (such as christenings, blessings, etc) we do however positively encourage family, friends, and other guests to take photographs throughout the day.

COPYRIGHT:

The Copyright, Designs, and Patents Act, 1998 assigns copyright of all images and photographs taken of the clients or the client's subject to the photographer, Peter Bresser. You may not copy the photographs taken under this Contract, or allow copies to be made photographically, electronically, or by any other means, unless express permissions are granted by The Photographers. The Photographers reserve the right to use any images taken under this contract for use in The Photographers' own business advertising, promotion or in The Photographers' work portfolio.

CREATIVE LICENCE:

The Photographers shall be granted creative and artistic licence in relation to the choice of locations and poses used. The Photographers' judgement on photographic style and the number of photographs taken shall be deemed correct. Due to changes of the weather and the availability and willingness of subjects, The Photographers will do their best to honour requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

COLOUR MATCHING:

Some materials may reproduce differently printed, compared to the human eye. All efforts will be made to ensure colour accuracy, and therefore colour matching will be deemed correct at The Photographers' discretion.

COMPLAINTS PROCEDURE:

Please address any complaints to The Photographers by telephone (01474 703843) and supported either by email or writing. The Photographers endeavour to respond to any complaint within three working days.

PRIVACY:

The Photographers will store your name and event details on a private internal database. These details will not be made available to companies or individuals unless obliged to do so under UK law.

I have read and fully understand the schedule and terms of this contract. This contract becomes effective immediately upon signature of the client.

Signature of Client -----

Signature of Client -----

Date: -----

SCHEDULE

Photographic session/event/wedding ceremony to be held on:

(Date:-----Time: ----- am/pm

Venue:-----

Venue Address: -----

Client or Bride's full name-----

Groom's full name-----

Best Man's full name-----

Number of Bridesmaids-----

Photographs to be taken at Bride's home / hotel 2hr 15mins before?-----

Reception address-----

Buffet/Dinner to begin (Time) -----am/pm

All correspondence before/after Wedding to:-----

Contact Telephone Numbers:-----

Mobile:----- Fax : -----

E-mail address:-----

Tick product to be booked.

For Social Media Portraits:

Includes: -

For Standard Portrait session:

Includes: -

For Wedding or family event:

Includes: - A CD rom of low resolution jpeg images. A set of printed thumbnail images. A DVD or VCD disc capable of being played on domestic electronic equipment such as a DVD player and viewed on a screen such as a TV.

Other

For Photo Party:

Includes: Free 26 page 21cm x 21cm (approx.) photobooklet for main client. Free 7inch x 5inch print for each included party guest.