

## Terms & Conditions

### 1. DEFINITIONS

For the purpose of this agreement "the Client" is defined as the marrying couple. For the purpose of this agreement "the Photographer" is defined as the camera operative of Union32 Bespoke Wedding Photography. For the purpose of this agreement "Photographs" is defined as all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

### 2. COPYRIGHT AND OWNERSHIP OF MATERIALS

The entire global copyright in the Photographs is retained by the Photographer at all times. Title to all Photographs remains the property of the Photographer. If a disk of high-resolution images is included as part of a package, the Client will be issued a free unrestricted licence to print and duplicate the photographs.

### 3. USE

The Licence to Use comes into effect from the date of payment. No use may be made of the Photographs before payment in full without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date.

### 4. CLIENT CONFIDENTIALITY

The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

### 5. OPERATION

The Photographer agrees that every effort will be made to provide the highest quality photographic services in the prevailing conditions.

### 6. PAYMENT

A £100 non-refundable deposit is required to secure a booking. Full payment by the Client will be expected 14 days after the wedding day. Photographs will only be released by the Photographer when full payment has been made and not before. If this is not paid, The Photographer reserves the right to cancel the booking or charge interest in the total commission cost at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

### 7. COSTS

Once a deposit is made by the Client, the Photographer agrees that all costing quotations provided at that time will not be subject to any subsequent rise within the Union32 Wedding Photography pricing structure.

### 8. CANCELLATION

Should a case arise where the Client wishes to cancel a booking within 180 days of the wedding/event, a loss of income compensation payment is required to be paid to the Photographer by the Client to the amount of 35% of the total commission cost. This payment is due within 14 days of the original wedding/event date. If this is not paid, The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made. The Photographer reserves the right to cancel any booking within 180 days and pay compensation to the Client to a maximum amount equal to the deposit paid by the Client.

### 9. REJECTION

The Client has no right to reject Photographs on the basis of style or composition.

### 10. ELECTRONIC STORAGE

Save for the purposes of reproduction for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

### 11. APPLICABLE LAW

This agreement shall be governed by the laws of England & Wales

### 12. VARIATION

These Terms and Conditions shall not be varied except by agreement in writing.



## Union32 Bespoke Wedding Photography