



## General terms of service

In the following terms of service “the photographer” shall mean Matt Denman trading as Matt Denman Photographic. “The clients” shall be those persons defined within the original service request and/or within the wedding coverage and payment agreement. These terms of service cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

### **1. COPYRIGHT**

The copyright Designs and Patents Acts assign the copyright of the images to the photographer.

### **2. DISPLAY**

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

### **3. CREATIVE LICENSE, COVERAGE AND REPRODUCTION**

- i. Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.
- ii. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer/s will do their best to honour the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather and/or the availability and willingness of subjects.
- iii. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.
- iv. Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.
- v. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

### **4. PAYMENT**

- i. Booking fee deposits are non-refundable and will vary in price depending on the type of event you are booking. The deposit will confirm your booking, as well as full acceptance of the terms



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of service as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.

- ii. Payment in full of the remaining balance will be due no later than 30 days before the event.
- iii. Additional goods ordered must be paid for in full at the time of ordering.
- iv. Titles to all goods remains with the photographer until paid for in full by the client(s)

### **5. FORCE MAJEURE**

- i. In the very unlikely event of cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid.
- ii. The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the date of the event due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding, traffic conditions, vehicle breakdown etc.

### **6. DIGITAL NEGATIVE FILES**

- i. All digital negatives (computer files) remain the property of the photographer. All digital packages include a copy of the edited digital negatives for the client(s) own non-commercial use.
- ii. Should the digital negative files be lost, damaged or destroyed for the reasons beyond control, the photographer's liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

### **7. WEDDING DAY**

- i. The photographer will be the sole professional (still) photographer at the venues specified. The photographer does however positively encourage family, friends and other guests to take photographs throughout the day.
- ii. The photographer will not take photos during the wedding breakfast and will use this time to take a break. A meal is not a requirement, however one would be greatly appreciated.
- iii. The photographer will stay to photograph all agreed aspects of the evening celebrations where possible and within the agreed time specified in the package. Any photography following this time will be at the discretion of the photographer or if expressly agreed in writing beforehand and will incur a further fee based on the photographers standard hourly rate.



**8. PERSONAL ACCIDENT**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

**9. EXPENSES**

Where extra expenses or times are incurred by the Photographer as a result of alterations to the original brief by the Client, or another party, the Client shall give approval to and be liable to such extra expenses or fees, in addition to the fees and expenses shown on the Estimate as having been agreed or estimated.

**10. CANCELLATION FEES**

i. If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation:

ii. Cancellation from the booking date and more than 60 days to go until the event, the booking fee deposit as stated in the record of service request and/or within the wedding coverage and payment agreement.

iii. Cancellation with less than 60 days to go until the date of the event, the booking fee deposit as stated in the record of service request and/or within the wedding coverage and payment agreement PLUS a late cancellation fee of £100 (a reduced fee of £20 applies to portrait bookings)

The client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.

**11. DELIVERY**

The photographer will endeavour to deliver digital negative files as quickly as possible. However this could take up to 4-6 weeks during busy periods.

Signature of Photographer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_