

This agreement is between the Bride and Groom and Jon & Alison Kilmartin trading as "Dot & Scolly Photography" In the following terms & conditions "the photographers" shall mean Jon & Alison Kilmartin representing Dot & Scolly Photography. "The client(s)" shall be those persons defined as Bride and Groom, Bride & Bride, Groom & Groom within this contract. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### **Booking Fee / Deposit Payments**

The non-refundable booking fee detailed within this contract as well as full acceptance of the terms and conditions as defined within this document secures the time and services of the photographers for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the total cost of the services provided when calculating the final balance due. Payment in full of the remaining balance will be due 14 days prior to the date of the wedding. The booking fee is to secure your date with the remaining balance being for the photography on your day and any other goods/services offered.

### **Cancellation**

Written notice must be given to the photographers as soon as practicable in the event that the client(s) wish to cancel the booking made following acceptance of the terms within this contract, and in doing so shall forfeit any monies paid. Cancellation less than 8 weeks before the date of the wedding will result in forfeiture of the entire fee.

### **Services**

The services provided by the photographers for the booking detailed within this document are defined as; Coverage of Bridal and/or groom preparation on the morning of the wedding day, dependent upon the distance between the locations where said preparation is to take place. Coverage of the marriage/civil partnership ceremony, and subsequent reception up to "the first dance". The photographers will also remain at the venue after this time to provide coverage of the drinks reception for a short period, however this is dependent on the timings of the day and ultimately at the discretion of the photographers. The photographers will edit and process the images captured during the wedding day using editing software and subsequently provide the client(s) with a selection of photographs from the wedding day in a digital format. The number of photographs provided will typically be between 400 and 500 images, although this number cannot be guaranteed. The images provided will not be watermarked and will be of a sufficient resolution to allow both printing and digital display. The total cost for the services described here is detailed within the first section of this contract.

### **Wedding Arrangements**

The details of the wedding arrangements (such as the time of the ceremony, speeches, first dance etc.) are to be agreed beforehand in writing (an email is acceptable). The client(s) shall notify the photographers of any changes to these details as soon as they are able to do so. The photographers cannot be held liable for delays or disruption in the delivery of a service arising from a change in such circumstances.

**Cancellation**

The client(s) may cancel this contract at any time by giving written notice to the photographers but in doing so shall forfeit any monies paid as a booking fee. Cancellation less than 8 weeks before the wedding will result in the payment in full becoming due. All cancellations must be made in writing (an email is acceptable).

**Images and Artistic Licence**

The photographers shall be granted artistic license, and the photographer's judgement regarding posing, lighting, locations used, photographing and editing shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all of the images requested. All decisions made are in the best interest of the client(s) who will be given the highest quality selection from the images taken. The photographer will endeavour to provide a pleasing colour balance but cannot guarantee exact colour matching owing to the interference of artificial light sources and/or anomalous reflectance caused by a combination of certain dyes and materials used in man-made fibres. It is sometimes impossible to record on film or digital medium the exact colour as seen by the human eye. All images will be adjusted for exposure, brightness, contrast, sharpness, etc. in a style representative of the photographer's portfolio. The photographer's judgement regarding these corrections and the number of images provided to the client(s) shall be deemed correct.

**House Rules**

It should be noted by the client(s) that photographers are often constrained by rules imposed by celebrants, registrars, ministers and venue management as to what can and cannot be done. As an example, the prohibition of flash photography and/or restriction of the photographer's movement. In such circumstances the client(s) agrees to accept the technical limitations that may be imposed upon the photographers due to the equipment used, and restrictions on the areas made accessible to the photographers. The area from which the photographers are able to cover the ceremony may not be the photographer's choice and the photographers cannot accept responsibility for any obstructed view should this be the case.

**Exclusivity**

The photographers are to be the sole and exclusive professional photographer present on the wedding day, with the exception of an assistant of the photographers choosing agreed with the client(s) prior to the wedding date. It is understood that wedding guests will of course wish to take photographs of the Bride and Groom, however, the photographers should be given precedence over guests in order to capture the wedding photographs required. The photographers cannot be held responsible for a lack of wedding photographs if guests taking their own pictures interrupt the photographers work.

**Prints and Albums**

The order of any additional printed goods and photographic books and/or wedding albums shall be treated as an extension of this contract once orders have been confirmed in writing (an email is acceptable) and full payment for goods received. Copyright Subject to the Copyright, Designs and Patents Act 1988, the photographers hereby grants to the client a fully paid up, irrevocable and perpetual license to use the images in any format for personal, non-commercial purpose.

**Display**

The client(s) hereby provide the photographers with unlimited and irrevocable permission to display any photograph covered by this contract in order to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

**Attendance and Limitation of Liability**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In the unlikely event of the photographers being unable to attend your wedding due to unforeseen circumstances serious enough to result in the inability to supply the agreed services, liability is limited to a refund of any payments received. It is accepted that the photographers will make every effort to find a replacement photographer(s) of a similar standard to provide coverage, however the photographers may not be held liable for any failure to procure the services of a replacement photographer(s). In the unlikely event of a technical failure with photographic equipment, cancellation of this contract by either party, or any other circumstance, the liability of one party to the other shall be limited to the total value of the contract.

**COVID**

Although many restrictions are now being lifted, Alison & Jon fee dutybound to ensure the safety of your family and friends during your event. We will each perform a COVID test 3 days prior to your wedding day and also on the morning of your wedding. If one of us happens to test positive, the other will still attend and cover both sets of prep shots if these have been requested. Under no circumstance will we attend without testing or if we have tested positive. No refund/discount would be offered or given in the event of one of us being unable to attend as there is never a charge for a second photography. In the event of us both testing positive, please refer to 'Attendance and Limitation of Liability' above.

**Personal Accident**

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

**Acceptance of Terms**

By paying your booking fee via Bank Transfer or Cheque you are agreeing to all the terms set out above. IF ANY OF THE ABOVE TERMS ARE UNACCEPTABLE, YOU SHOULD NOT PAY AND NO CONTRACT WILL BE SET BETWEEN US.