

TERMS & CONDITIONS OF PHOTOGRAPHY

Darryl Curcher Photography – Weddings, Civil Ceremony and events

In these terms, Darryl Curcher Photography is referred to as the “company” and the persons signing the booking form is referred to as the “customer”

TERMS OF THE CONTRACT

1. YOUR FEES

A booking fee of **£250.00** is required to secure the services of your photographer for the day. Dates will be reserved only when your booking fee is paid by cash, cheque, credit or debit card. This booking fee is non-refundable and shall be deemed as an acceptance of the written quotation and our terms & conditions of sale. (If your event is booked at late notice then a booking fee may not be applicable in some circumstances)

Please make cheques payable to **Darryl Curcher**. A full unconditional refund policy exists for a period of 14 days from receipt of the contract and payment. Payment of a booking fee is an indication of acceptance of these terms.

2. BOOKING

Upon agreement in principle to photograph a wedding or other event, the photographer will meet the clients if requested and request a booking form to be signed and the booking fee paid to reserve a date for the photography. A date is not reserved until the booking form and a signed terms and conditions form is returned to Darryl Curcher Photography. This forms a legally binding contract.

3. STATUTORY RIGHTS

The statutory rights of the company and of the customer are not affected by the terms and conditions of this contract.

4. PAYMENT METHODS

The balance of payment for the photography will be required in full 2 weeks before the wedding day or other event, either by cash, cheque, credit or debit card. Any bank charges incurred due to returned cheques will be charged to the client. In the event of either the booking fee or balance not clearing in a UK bank any dates reserved will become available to other wedding parties with immediate effect.

5. NON – PAYMENT OF FEES

When a payment is not made on the due dates in accordance with condition 4 above, the company has the right to cancel any agreement made for any event or wedding. They shall not be liable to attend the wedding or event, and shall do so only at its own discretion. No digital files will be released by the company until such time that all outstanding balances are settled in full.

6. YOUR DAY

The Photographer cannot be held responsible for the lack of coverage caused by: the bride, the groom or wedding party, the event schedule not being on time, the Church, Register Office, or licensed place of wedding having restrictions regarding photography. The Photographer does not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

7. COMPLETION OF THE CONTRACT

The company shall use its reasonable endeavours to ensure completion of the contract between the company and the customer and will honour all photographs requested and agreed in advance. The company shall not be liable for any delay in the completion of the work due to causes beyond reasonable control of the company.

Completion shall be deemed to be: Wedding, event, party or other commissions, the point at which the completed work (print or digital files) are handed over to the customer.

8. CANCELLATION

Wedding, events, parties or other commissions: There is a period of 14 days after signing this contract whereby the customer has the right to cancel the booking and will under such circumstances receive a full refund of their booking fee.

Prints: No order which has been accepted by the company may be cancelled by the customer except with the agreement in writing of the managing director of the company and on the terms that the customer shall indemnify the company in full against all loss including loss of profit costs, (including the cost of all labour and materials used) charges and expenses incurred by the company as a result of the cancellation.

9. CONFIDENTIALITY

The company takes all reasonable precautions to protect the confidentiality of any information given by the customer in so far as it is possible to regulate the data involved.

10. RIGHT OF OWNERSHIP/COPYRIGHT

The Copyright, paternity and moral rights of all the digital files produced remain the sole property of the company. No images produced by the company may be copied, edited, transferred or reproduced by anyone without the sole permission of the company. Infringement of copyright is a criminal offence and will be dealt with accordingly. For all services where 'copyright-free' images are to be supplied a letter confirming this agreement will be provided by the company.

By signing this contract the Company has the right to re use, sell or reproduce any images for promotional or advertising purposes in connection with our photographic services via our website or in print.

11. LIABILITY

The company cannot be held responsible for images and photography sessions being disrupted by adverse/unfavourable weather conditions. Subject to any responsibilities of the company towards the customer pursuant to the Consumer Protection Act 1987, the company shall not be liable for any consequential loss of any nature whatsoever (including loss of earnings) arising from any circumstances beyond the reasonable control of the company, save for death or personal injury relating to negligence. The company may substitute photographers to take photographs at your wedding in the event of photographer's illness.

12. EXCLUSIVITY

The company shall be the exclusive photographer retained by the customer. Family and friends are permitted to take photographs as long as they do not disturb, disrupt or interfere with photographer's duties.

13. LEGAL VALIDITY

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms & conditions and the remainder of the provision in question shall not be affected. The contract shall be governed by the laws of England to avoid any doubt should there be a legal argument.

Every care is taken in photographing and processing using professional methods. In the unlikely event of total photographic failure i.e. during exposure or processing, the Photographer's liability shall be limited to a full refund of all money paid. Your statutory rights are not affected.

PLEASE SIGN BELOW TO AGREE THESE TERMS & CONDITIONS

Signature: (s) Date:

Full Name: (print)

Return to:

Darryl Curcher Photography
Pennington House
55 Bayham Road
Tunbridge Wells
Kent
TN2 5HU

Tel: 01892 616647

Fax: 01892 523693

Mobile: 07877 871715

Web-site address: www.darrylcurcher.com