

Terms and Conditions

In the following conditions of contract "the photographer(s)" shall mean Huw Thomas trading as Huw Thomas Photography or, subject to condition 7 below, any photographers appointed by Huw Thomas. "The Client(s)" shall be those whose name appears on the contract. If the client(s) arrange for a third party to meet the costs of this contract the contract remains with the client(s). The due performance of the contract is subject to the conditions below. These cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer(s) in writing.

1. Copyright:

The Copyright Designs and Patents Acts assign the copyright of the images to the photographer(s). It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, by computer, or internet or otherwise, by any person or machine other than by the photographer(s) or their appointed agents.

2. Display:

a) The client(s) hereby allow(s) the photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites and other such material, providing that the images used are used lawfully and without damage to the client(s). (b) Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it is impossible to prevent determined skilled persons from accessing these galleries. (c) The Photographer(s) reserves the right to display The Photographer(s) name or logo on any mounts or albums covered by this contract and provided to the Client(s)

3. License, Coverage and Reproduction:

a) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The photographer(s) judgment regarding the location, poses and number of photographs taken shall be deemed correct. (b) Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements. (c) The photographer(s) shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out. (d) For a booking involving a church ceremony or at certain venues, the photographer(s) movements are sometimes restricted by the minister or official in charge. The area from which the photographer(s) are able to cover the ceremony may not be the photographer(s) choice and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate authorities before signing this contract. (e) For a wedding or other event booking the photographer(s) shall endeavour to capture all the moments throughout the day as they occur, within the agreed wedding package and time frame specified by the agreed wedding package. However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons. (f) Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer(s) and in some circumstances (such as the change of ceremony date for a wedding) the photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever. It is the Client(s) responsibility to ensure the photographer(s) are informed of the correct times, venues and dates, and confirmed in writing if altered. (g) Due to a variety of lighting conditions and the limitations of professional film and digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic film or paper. (h) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance. (i) Due to the limitations of computer monitors it is understood that (1) images appear differently according to the specification of each monitor (2) prints will not match images rendered on any particular computer monitor. (j) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s). (k) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage. (l) On-line Electronic Password Protected Galleries: The Photographer(s) do not proof colour photographs, instead The Photographer(s) provide The Client(s) either with a Password Protected Electronic Preview Gallery on the Photographers(s) web-site (or a combination of both - dependant on Wedding Package chosen and as outlined in the Price Guide and agreed on the Booking Form), to show you colour corrected previews from which The Client(s) makes the required selections as defined in the wedding package, as agreed on the booking form. Where images are made available for use with a personal computer the default operating system shall be Windows XP home edition. Products may not function on other or earlier operating systems. (m) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

4. Prices:

a) All standard photographic services and optional extras **specified on the Booking Form and paid for in full before the wedding** are supplied at the prices ruling on the date of signing of the contract. Optional extras not paid for in full before the wedding are supplied at the prices ruling at the time of receipt of the order. (b) The client(s) will be liable to pay any additional expenses incurred by the photographer(s) not already included within the contract price. This includes for example access fees charged by some venues, and dispatch of prints, discs, albums, and other products to non-UK addresses.

5. Payments:

(a) A non-refundable deposit/retainer of: **£200.00** X (paid by cash, cheque, credit / debit card (if available), or online bank transfer) along with a completed booking form and a signed contract will confirm your booking. The retainer forms part of the total cost of your chosen wedding package (i.e. it is NOT in addition to the cost of the package) and is deducted when calculating the final balance due. The deposit/retainer is refundable during your statutory 14 day "cooling off" period. Payment for the photographic coverage is due in full NO LATER THAN TWO WEEKS prior to the contracted date and amounts to an additional: £ X (enter amount)

You MUST allow sufficient time for Cheque/ Payment clearance. Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s). (b) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing and rendering of images, high resolution digital files, high resolution long term galleries, and any other services ordered after the event. (c) Title to all goods remains with Huw Thomas Photography until paid for in full by the client(s). (d) Credit card transactions- a fee of 2.5% will be added for credit card transactions to cover the transaction fees made by the credit card company.

6. Complaints:

Any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames and any other special services that have been agreed. If posted, a Post Office stamped Receipt of Posting or Recorded Delivery document must be obtained.

7. Force Majeure:

(a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g Act of God, War, Sudden illness/injury/victim of crime, Fire, Foot and Mouth disease or any other quarantenable or communicable infectious disease). (b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 7a). However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price. (c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) - the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

8. Liability for Digital Files and Products:

(a) The Digital files shall remain the property of the photographer(s) and shall be kept for not less than 24 months from the wedding date at one site. (b) Should digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a pro-rata refund of fees paid, but shall not include a refund for any goods already supplied. No refund will be due for any negatives or digital files lost, damaged, or destroyed after 24 months from the date of the wedding. (c) All orders should be placed with the photographer(s) before the end of a 12 month period starting at the wedding date unless otherwise agreed in writing. The photographer(s) will not be liable for failure to produce any orders placed after this time. (d) Any pre-paid product credits (e.g. for albums and prints) not utilized by the clients within 24 months of the date of the wedding will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer(s) and forwarded by standard Royal Mail to the last known address of the clients.

9. Cancellation Fees:

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

(a) Cancellation within two weeks of booking and more than three months to go until the wedding date, the non-refundable retainer – see clause 5a above. (b) Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked, but no charge for any optional extras (unless you were advised otherwise at the time of booking). (c) Where the photographer(s) are able to rebook the date with an equivalent booking, then the cancellation fee will be reduced to the non-refundable retainer only and any additional cancellation fees already paid will be refunded accordingly.

10. Placing an Order and Receipt of Goods:

(a) Any alterations to orders must be notified either by phone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the order being placed. The photographer(s) will not be held liable for any costs incurred due to alterations to the order made by the client after this time. (b) The main wedding image print order may take up to six weeks to complete. Allow 28 days for delivery of other orders. Where you choose to design your album through Huw Thomas Photography you will be notified of the estimated completion date on a case by case basis. (c) The photographer(s) must be notified either by telephone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period. (d) Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Privacy:

Huw Thomas Photography may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

12. Governing Law:

Any contract made between the photographer(s) and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

13. Insurance:

(a) The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation. (b) The Photographer(s) have Public Liability Insurance of £ 2,000,000 and also have Professional Indemnity Insurance cover

14. On the day:

(a) There is a danger that guests can unwittingly spoil shots. This can be as simple as trying to repeat shots taken by the "official" photographer, or distracting the subjects so that eyes are not looking at the camera, or taking an inordinate amount of time to take shots, or "spotting" the bride's face with red focus assist lights, or floating into view on formal set-piece shots, or compromising the ambience of scenes by the inappropriate use of flash photography. We will speak with the guest or bride or groom or coordinator if appropriate. In some circumstances our coverage may be compromised or may have to be cut short. An inconsiderate guest can wreck the record of your special day. (b) The activity of another professional photographer or videographer or enthusiastic hobbyist can endanger the quality of the final product. Please notify us beforehand with contact details – so that we can liaise with other parties and plan the shooting accordingly.

15. VAT. All prices include VAT at the the current rate. The Photographer(s) reserve the right to increase or decrease any prices in line with any alteration in the VAT rate.