



Wedding Photography Terms & Conditions

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	The Booking fee of 25% secures the date, time and services of The MTM Pro 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. Cancellation less than 12 weeks before the wedding will result in payment in full. All cancellations must be in writing. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.
Payments	Following payment of the 25% booking fee, balance of payment is due 21 days prior to the wedding date. No photographs or wedding albums will be delivered until all payments due have been paid in full. Payment for additional images is to be made when they are ordered.
Display	The MTM Pro may use any images included in this contract in their studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or commercially.
Images	All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibers. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.
Retouching	Retouching, digital manipulation and artist finishing is available to the Client as an optional extra.
Reorders	All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.
Copyright	Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988 and remain the copyright of The MTM Pro. It is contrary to the Act to copy or allow to be copied photographically, electronically or by any other means an image created as part of this contract without the written permission of The MTM Pro.
Licence	The MTM Pro shall be granted artistic license in relation to the poses photographed and the locations used. The Photographers judgment regarding the locations, poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.
Force majeure or Act of God	The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control
Attendance	In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his / her best ability.
Limitation of Liability	In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.
Cancellation	The Client may cancel this contract at any time by giving written notice to The MTM Pro but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding date will result in the payment in full.
Digital Files	Negatives / digital files remain the sole property of The MTM Pro.

Prices

All prices are subject to the then current rate of V.A.T. (if applicable).

Complaints

Any complaints should first be raised by the Client with The MTM Pro in writing within 14 days from the date of provision of web gallery preview images.

Payments

All cheques to be made payable to M Mk. Bank Transfer (BACS) payments can be accepted by arrangement.

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