

## TERMS AND CONDITIONS OF OEHLERS PHOTOGRAPHY WEDDING CONTRACT.

This agreement contains the entire understanding between Oehlers Photography and the client. It supersedes all prior and simultaneous agreements between the parties.

The only way to add or change this agreement is to do so in writing and must be signed by all parties involved. If the parties wish to waive one provision of this agreement that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

**BOOKING FEE AND PAYMENTS:** A booking fee of £250 is charged (non refundable) when the customer signs overleaf. This fee is deducted from the total coverage price.

The balance of the coverage fee is due 21 days prior to the Wedding day. Payments for additional photographs are to be made when these are ordered at a later date.

Payments can be paid in either cheque form or cash. Please make all cheques payable to 'OEHLERS PHOTOGRAPHY'.

**CANCELLATIONS:** The booking fee is non-refundable if the client cancels the wedding at any time. Cancellations of any wedding within 90 days of the Wedding date will result in the Client being liable to pay 50% of the coverage fee booked. Cancellation of any wedding within 30 days of the Wedding date will result in the Client being liable to pay the full amount of the coverage fee booked. The said sum is payable as compensation of lost bookings and other losses Oehlers Photography may suffer. If the client should request a date change, they must do so at least 90 days before the initially scheduled event, or the above cancellation fees apply. The booking fee may be applied to the new date, assuming availability of Oehlers Photography. Date transfers with concurrent booking fee transfers are limited to one occurrence. Pricing of the original event does not apply to the new date; current rates will apply. If Oehlers Photography is not available for the new event date, the above cancellation guidelines will follow.

**PRICE LIST:** The service and product pricing contained within the Wedding Photography Contract are based on Oehlers Photography's Price List as of the date of its execution. The price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

**RELEASE OF DIGITAL NEGATIVES:** Image Files will be provided via a USB stick storage media format. By releasing the high resolution images, Oehlers Photography authorises the Client to use the images contained on the USB stick for private and personal use only. The images MUST NOT be sold, distributed or published without prior written consent of Oehlers Photography. Oehlers Photography will retain the exclusive copyright ownership of the images contained on the USB stick as well as the exclusive rights detailed in the COPYRIGHT section of this agreement. Upon releasing the high-resolution images on USB stick to the Client Oehlers Photography is released of all liability for future archiving of the files. Should the Client wish to purchase another USB stick with the high resolution images they can do so for a fee specified in the Price List.

**FACEBOOK:** Use of the images on Facebook is permitted providing the client uses the images in the 'Facebook' Folder on the USB stick or credits Oehlers Photography.

**VIEWING GALLERY:** Online viewing gallery will be available for your guests to view your wedding photographs and to purchase prints and other wedding products. The viewing gallery will be available for 90 days from the release day.

**DESIGNING THE WEDDING ALBUMS:** Oehlers Photography will make reasonable efforts to deliver an album to the specification of the client. A First Proof of the designed pages of the album will be sent to the client via email within 14 days of receiving the client's choice of photographs. The client will be able to make amendments through discussion with Oehlers Photography. A Second Proof will be sent with the amendments for the client to approve. A total of three Proofs will be made to ensure that the client is satisfied with the design.

**PRE-WEDDING CONSULTATION AND PHOTO SHOOT:** The contracting party is responsible for scheduling their pre-wedding photo shoot. If the photo shoot is not scheduled, the original contract price will not be adjusted.

The parties agree to a pre-wedding consultation two to three weeks prior to the event date in order to finalise the times and locations where the photographic services will take place. All client requests will also be discussed.

### **COOPERATION:**

Oehlers Photography highly recommends that the clients provide an 'event guide' or time line of the day to highlight details of special moments during the day. Oehlers Photography also recommends that the client designate someone to point out important individuals to the photographer for candid and group photographs. The photographer cannot be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photographs. Oehlers Photography is not responsible if key individuals fail to appear or cooperate during photography sessions.

**ARTISTIC LICENCE:** Oehlers Photography is to be granted artistic licence with respect to the poses, backgrounds and locations used. All reasonable effort will be made to satisfy the wishes of the client after discussions with them to accommodate all the photographic shots required. However, in instances where bad weather, non participation of guests or Bride and Groom or associated parties or any other circumstance at the event, the best judgement of Oehlers Photography shall be made. If for any

reason, Oehlers Photography experiences a lack of co-operation from the Bride and Groom or associated parties and photographs are unable to be taken to Oehlers Photography's instructions, Oehlers Photography cannot be held liable.

All photographs are sized nominal. The photographs will provide a pleasing colour balance, but we cannot guarantee exact colour matching. Owing to anomalous reflectance caused by a combination of certain dyes and materials, especially man made fibres, it is sometimes impossible to record the exact colour of materials seen by the human eye.

**COPYRIGHT:** Under the 1988 Copyright Designs and Patent Act, the copyrights of all photographs belong to the Photographer and the company (Oehlers Photography). The photographs may not be reproduced in any manner without Oehlers Photography's written consent. Written consent for reproduction and display rights will be signed and sent to the appropriate person. Oehlers Photography owns all copyrights for any and all images produced in connection with this agreement, including the right to reproduce or publicly display such images.

**EXHIBITION:** The client grants Oehlers Photography permission to display selected images resulting from this assignment as an example of Oehlers Photography's work and for entrance into competitions and release all claims to profits that may arise from such images.

**ADVERTISEMENT/COMMERCIAL USE:** The client grants Oehlers Photography permission to use selected images resulting from this assignment for advertising or any commercial purpose.

**SHOOTING TIME/ADDITIONS:** The photography schedule and selected methodology are designed to accomplish the goals and wishes of the client in a manner acceptable by all parties. Photographer(s) hot meals will be provided for at the reception when photographer(s) are booked to stay for the whole day or beyond their limited time.

**TRAVEL:** All travel fees are included up to 25 miles from post code NG9 6NE. Events that require travel will be charged at the rate of 50 pence per mile over the first 25 miles (each way). Miles will be based using motorways and other major roads. If both parties deem air travel more advantageous than road travel, the client will be responsible for direct expenses related to travel. This includes hotels, airfare, car hire, food, any applicable airport taxes and fees, parking fees and additional baggage charges.

**LIMIT OF LIABILITY:** In the unlikely event that the photographer is injured or is unable to photograph the event for any reason, including acts of God, fires, illness, or extreme weather, Oehlers Photography reserves the right to seek to find an acceptable replacement photographer to undertake the Contract. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event coverage.

Oehlers Photography takes the utmost care with respect to exposure, transportation and the processing of your photographs. However, in the unlikely event that photographs have been lost, stolen, or destroyed for reasons within or beyond Oehlers Photography's control, Oehlers Photography's liability is limited to the return of all payments received for the event coverage.

Oehlers Photography may be limited by the guidelines of the ceremony official or the site management. Client agrees the technical results of their imposition on the photographer. Negotiation with the officials for the moderation of guidelines is the client's responsibility; Oehlers Photography will offer technical recommendations only.

I/we understand that the terms of this agreement cannot be changed unless agreed by Oehlers Photography in writing. I realise that this contract becomes effective immediately and agree my deposit of £250 is not refundable and cancellation rates will apply in the case of any cancellation.

Please tick the box on the website page for Acceptance of these Terms and Conditions.