



WALLINGFORD  
PORTRAITS & WEDDINGS

[www.wallingfordportraits.co.uk](http://www.wallingfordportraits.co.uk) / [wpwphotos@googlemail.com](mailto:wpwphotos@googlemail.com)  
t: 07876 293377

### **Wallingford Portraits & Weddings - TERMS & CONDITIONS**

All of the imagery (photographs and drone footage) belong to Wallingford Portraits & Weddings (WPW) and may be used without explicit permission being sought.

Work of any description undertaken by WPW pursuant to an order shall be subject to these Terms and Conditions.

#### **Copyright**

Copyright in all material, whether electronically or documentary, is retained worldwide by WPW at all times and protected by the Copyright and Design Act 1988. Nothing shall be deemed as a release, transfer, assignment or other disposal of WPW's rights in the material, save as agreed by WPW in writing. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means imagery created as part of this contract.

#### **Booking Fee and cancellation**

The Booking fee of 50% secures the date, time and services of WPW and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The Client may cancel this contract at any time by giving written notice to WPW.

#### **Payments**

Following payment of the 50% booking fee, balance of fees due are to be paid on delivery of the final product ordered. Payment for additional products and services in addition to the initial booking is to be made on ordering.

Payment can be made in cash, by bank transfer to Wallingford Portraits & Weddings, Co-operative Bank, Sort Code: 089299, Account No: 69828281 or cheque, made payable to Wallingford Portraits & Weddings.

#### **Prices**

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

#### **Display**

WPW may use any imagery included in this contract in their studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or other commercial applications.



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**Image specification**

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 fibres. It is sometimes impossible to record digitally the exact colour as seen by the human eye. WPW reserve the right to present suitably edited/selective copies of imagery taken.

**License**

WPW shall be granted artistic license in relation to the poses photographed/footage captured and the locations used and no imagery will be deemed more important than another. The Photographers judgment regarding the locations, poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects or limitations in time available, it may not be possible to capture all the imagery requested. Special requests are not binding instruction, although every effort will be made to comply with client's wishes. These must be noted in writing.

**Preview**

Although the photographer will provide a maximum amount of imagery for proof as discussed with the client, there is no guarantee that a particular number of proofs will be produced.

**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 due to unforeseen circumstances, we reserve the right to appoint another photographer to attend on our behalf.

**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.



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**Complaints**

Any complaints should first be raised by the Client with WPW in writing within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of the date of provision of preview imagery.

**I have read the booking form and these Terms and Conditions and agree to abide by the terms set out in it. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

WPW2020

Client signature:

Date: