

## Paul Ligas Wedding Photography – Terms & Conditions

### 1. Definitions

"**Paul Ligas Wedding Photography**" refers to Paul Ligas Photography, office address (all correspondence): 63 Bank Crescent, Ledbury, Herefordshire HR8 1AF.

"**The Photographer**" refers to employees of Paul Ligas Photography.

"**The Client**" means any person, body of persons, firm or Company with whom Paul Ligas Photography enters into a contract for the sale of goods or provision of services.

### 2. Acceptance of Terms and 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.

### 3. Copyright and Ownership

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by the Photographer is owned by the Photographer. Paul Ligas Wedding Photography Clients will receive a lifetime, non-commercial license upon payment and digital delivery of images. The Client shall not sell or provide copies of the images to another individual or organisation to use for third party commercial purposes.

Paul Ligas Photography reserve the exclusive right to make reproductions of images created during assignments for website usage, marketing, promotional, competition and editorial purposes. Any such use of a Client's photographs will not occur without the explicit, written consent of the Client. All other rights reserved.

### 4. Booking Fee (Deposit)

The Booking Fee secures the time and services of the Photographer 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. Weddings that must be postponed to a later date will retain the deposit as long as the Photographer can re-schedule for the new date and time but may be subject to a further deposit.

### 5. Payments

Following payment of the booking fee, the balance of payments must be paid on, or before the wedding date. Proofs/photographs cannot be delivered unless payments due have been paid in full. Payments for additional services are due upon ordering of those items.

### 6. Photographs

The Photographer will be granted artistic license in relation to the photographs taken and the locations used. The Photographer's judgement regarding the location/poses and number of images shall be deemed correct. Due to the unpredictability of the weather and the willingness of subjects it may be impossible to capture all the images requested.

All image sizes are variable due to cropping. Due to the nature of materials and processes, it is not possible to guarantee 100% colour matching. However, the Photographer will endeavour to provide the closest possible match.

The Photographer will process, digitally manipulate and finish photographs according to his/her own discretion. Any retouching, digital manipulation or finishing which is requested by the Client(s) may be subject to an extra charge at the discretion of the Photographer.

### 7. 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. There is a fee for provision of replacement images.

## **8. 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.

## **9. Retention of Title**

Paul Ligas Photography reserves the right to retain all of the Clients materials until all monies owed to Paul Ligas Photography have been paid in full. Furthermore, the license to reproduce images created by Paul Ligas Photography can also be revoked until payment has been made.

## **10. Fees and Expenses**

All prices quoted to the Client apply only to the original job description and specifications given to Paul Ligas Photography by the Client. Paul Ligas Photography reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, Paul Ligas Photography shall endeavour to provide an indication of what these additional charges will be.

## **11. Storage**

The Photographer will not be solely responsible for the storage and maintenance of digital files but will endeavour to keep Client photographs indefinitely as high-resolution JPG files in order to replace lost or damaged image files. Replacements will be provided at the Client's request, and a charge will be levied to cover the costs of storage, retrieval and resupply of the images.

## **12. Attendance**

In the unlikely event of the assigned photographer being unable to attend the agreed wedding due to unforeseen circumstances, Paul Ligas Photography reserves the right to appoint another photographer to attend your wedding to undertake the wedding to the best of his/her ability.

In the unlikely event of a total photographic failure or cancellation of contract by either party 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 as a result of the cancellation.

## **13. Cancellation**

The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies already paid. Cancellation less than seven days before the wedding date will result in payment in full by the Client for the agreed work.

## **14. Rush Services**

Paul Ligas Photography reserves the right to make an additional charge should the Client request a rush service. This service is subject to availability and cannot be guaranteed.

## **15. Delivery of Products and Services**

The supply of products and services are provided by Paul Ligas Photography on a best endeavours basis. Paul Ligas Photography will not be liable for delays that are beyond reasonable control. Paul Ligas Photography shall use reasonable endeavours to meet agreed deadlines where applicable. Paul Ligas Photography shall not be liable for any delays in meeting any obligations which were due to causes beyond his reasonable control including but not limited to: postage/courier; war/acts of terrorism; riots; government legislation; industrial action; adverse weather conditions; acts of God; floods; fire; loss or damage in transit; etc.

## **16. Images/Data Supplied in Electronic Format**

For all images/data supplied to the Client in electronic format (including but not limited to electronic mail, CD's/DVD's etc.), Paul Ligas Photography will endeavour to ensure that the data sent is not corrupt and is virus free before despatch. Paul Ligas Photography cannot be held responsible for any damage, disruption and/or loss of any kind that the said media may cause to the Clients computer or data. The Client agrees to take similar steps to ensure that data sent to the Photographer is not corrupt and is virus-free.

## **17. Delivery Shortages / Loss and Damage in Transit**

Claims for damage, non-delivery or shortages will not be considered unless notified in writing within seven days of delivery.

Paul Ligas Photography will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit. Paul Ligas Photography cannot accept liability for loss or damage caused by a third party. For valuable items, the Client should take out suitable insurance cover. Upon written request, Paul Ligas Photography will provide suitable loss/damage cover for an additional charge.

Clients who choose to have items returned to them without loss/damage cover do so at their own risk.

## **18. Complaints**

Any complaints should first be raised by the Client to the Photographer within 21 days from the receipt of images.

## **19. Confidentiality**

The Photographer acknowledges that in the performances of the services, he may receive information from the Client which is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.

## **20. Conduct**

The Client shall be responsible for the behaviour of any persons accompanying them to an assignment. Paul Ligas Photography reserves the right to terminate any assignment without notice if he deems the Clients or an attendee's behaviour to be unruly or unsafe. In such instances, Paul Ligas Photography reserves the right to charge full fees and expenses as described in clause 12 of these Terms and Conditions. The Client will fully reimburse Paul Ligas Photography for any loss/damage caused to property or equipment.

## **21. Liability**

The Client agrees that in all dealings with Paul Ligas Photography, liability will be limited to the following sums:

Public Liability: Limit of indemnity £5,000,000.

## **22. Prices & Terms**

All prices shown within Paul Ligas Photography's price list are subject to change without prior notice. Paul Ligas Photography reserves the right to amend these Terms and Conditions without prior notice.

## **23. Law**

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England.