



jamie frazer
photography

TERMS AND CONDITIONS

Booking Fee 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. Cancellation less than 12 weeks before the wedding will result in the 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 booking fee, balance of fees due are to be paid: 50% 14 days prior to the wedding and the remaining balance on day of the wedding. No photographs 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 Photographer/s may display any photographs included in this contract in his/her, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows.

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.

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. The Photographer grants an unlimited licence to reproduce images for personal use only.

It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image for anything other than personal use, created as part of this contract without the permission of The Photographer/s in writing.

License The Photographer/s 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 Photographer/s but in doing so shall forfeit any monies paid Cancellation less than 12 weeks before the wedding will result in the payment in full.

Negatives/Digital Files Negatives / digital files remain the property of The Photographers.

Blinking Should the photographer notice that a member of the wedding party or guest has been seen to blink, the photograph will be taken again but it is impossible to guarantee to see all of them.

Complaints Any complaints should first be raised by the Client with the Photographer/s in writing within 21 days from the date of receipt of images.