

Terms & Conditions Agreement

In the following terms and conditions "the photographer" shall mean John Gwynne trading as John Gwynne Photography. "The Client(s)" will mean those persons regarded as the customer.

Copyright

The entire copyright of the photographs in all work is retained by John Gwynne Photography at all times.

Display

The client(s) hereby allow(s) John Gwynne Photography to display any photograph covered by this contract and to promote the business through advertising, websites, newspapers, sample albums, magazine articles and brochures.

Use, Licence

- i. The licence to use comes into effect from the date of payment of the relevant invoice(s).
- ii. No use may be made of any photographs before full payment without permission by John Gwynne Photography. Any permission, which may be given for prior use, will automatically be revoked if payment is not received in full by the date due or if the client is put into receivership or liquidation.
- iii. Photographs cannot be passed onto a third party or photo library without full permission from John Gwynne Photography.
- iv. Permission to use the photographs outside of the terms of the licence will usually be granted upon payment of a further fee.

Coverage

Photographs taken during the course of the event/job will be at the discretion of the photographer although every effort will always be made to comply with the clients requirements.

Weddings

- i. The photographer will endeavour to photograph all individuals at some point but no responsibility will be taken in the event that someone is left out.
- ii. The photographer will be granted full artistic licence to all work and the photographers judgement regarding these matters will be deemed correct.
- iii. The photographers movements can sometimes be restricted (for example in the case of a church wedding) by an official in charge. The area from which the photographer can work from will therefore not be of the photographers choice and the photographer cannot accept any responsibility for obstructed views should this be the case.
- iv. All wedding packages and additional goods specified on the booking form are supplied at the price ruling on the date of booking.
- v. A non-refundable deposit of £250 along with a fully completed booking form will confirm your booking as well as full acceptance of the terms and conditions as published on the John Gwynne Photography website – www.jg-photographer.co.uk. The deposit will be deducted from the final balance due.
- vi. Payment in full of the remaining balance will be due one calendar month before the wedding day. If full payment is not received John Gwynne Photography reserves the right to not attend the event.
- vii. Additional goods must be paid for in full at the time of ordering.
- viii. Photographs and all goods remains the property of John Gwynne Photography until paid for in full by the client(s).
- ix. John Gwynne Photography will endeavour to put the client(s) in touch with another photographer in the event that they are unable to attend due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc.
- x. In the event of cancellation by the photographer or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any deposits or fees made to John Gwynne Photography.

Wedding cancellation fee

If the client should have to cancel a booking the following cancellation fee(s) will be applied:-

- i. Cancellation from the booking date and more than three months before the wedding date, the booking deposit of £250.00.
- ii. Cancellation with less than three months remaining before the wedding date – The full price for the complete photographic service must be paid.

Commercial Cancellation

A booking is considered firm as from the date of confirmation and accordingly the photographer will, at his own discretion, charge for a fee of cancellation.

Personal Accident

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at the persons own risk. The photographer cannot be held responsible for any personal accidents or damages during a photographic shoot.

Insurance

Clients are advised to ensure all properties are entrusted to John Gwynne Photography against all risks.

Ownership

All digital negatives (computer files) remain the property of John Gwynne Photography. On occasion the photographer may supply a copy of the edited digital photographs to the client for a fee (unless part of the service specified) for non-commercial use.

Payment

Payment by the client will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid in full within 30 days John Gwynne Photography reserves the right to charge interest (late payment of commercial debt interest act of 1998) at 2% over bank rate from the date payment was due until the date payment is made.

Client Confidentiality

John Gwynne Photography will keep confidential and will not disclose to any third parties or make use of any information communicated in confidence for the purpose of photography.

Image Manipulation

Manipulation of any images may only take place with the permission of John Gwynne Photography.

Digital Archival

John Gwynne Photography accepts no responsibility for long term archival of digital images unless otherwise agreed in writing. Images will be archived for as long as possible.

Applicable law

This agreement shall be governed by the laws of England and Wales.