

1. It is agreed that the terms set out in this document will be 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.

2. Deposits

In the case of wedding photography, a non-refundable deposit of £250 is payable to Matt Curtis Photography along with a completed booking form in order to secure the booking. Until this deposit and form is received, booking can not be assumed.

3. Special Requests/Coverage

The client understands and accepts that the photographic coverage will be as Matt Curtis's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes.

4. Any special requests not notified at the time of booking must be made clear by the client to Matt Curtis Photography in good time to allow any preparation.

5. The Photographer

On occasions it may be necessary for Matt Curtis to be substituted by another photographer, (e.g. due to ill health).

6. Images

All image sizes are nominal. Matt Curtis Photography 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 on film the exact colour as seen by the human eye.

7. Additional Retouching

Additional retouching further to that provided at Matt Curtis Photography's discretion in production of the images supplied, digital manipulation and artist finishing is available to the client as an optional extra and is chargeable at the discretion of Matt Curtis Photography.

8. 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. It is contrary to the Act to copy or allow to be copied photographically/ electronically or by any other means an image created as part of this contract without the permission of Matt Curtis Photography in writing. Any breaking of seals in the viewing album will presume a breach of copyright.

9. Negatives/Digital Files

Negatives/digital files remain the property of Matt Curtis Photography.

10. Licence

Matt Curtis Photography shall be granted complete artistic licence including in relation to the poses photographed and the locations used. Matt Curtis Photography's judgement regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

11. 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.

12. Previews

Matt Curtis Photography will do his best to produce more proofs/preview prints than set out in the brochure/as discussed with the client, there is no guarantee that any particular number of proofs/preview prints will be produced.

13. Display

The client hereby allows Matt Curtis and Matt Curtis Photography to display any images included in this contract in their studios, portfolios, literature, wedding, exhibitions and advertising including use on their business website and social media sites unless specifically requested otherwise. No use of the images will be made by Matt Curtis and Matt Curtis Photography for other commercial reason except with the written permission of the client.

14. Cancellation

The client may cancel the contract at any time by giving written notice to Matt Curtis Photography but in doing so shall forfeit any monies paid. Should cancellation be received by the photographer/s less than two weeks prior to the date of the booking, the client shall in addition pay a sum equal to 50% of the contract value. The said sum shall be payable as compensation as an estimate of the loss Matt Curtis Photography would suffer.

15. 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.

16. Complaints

Any complaints should be raised by the client with Matt Curtis Photography, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.