

TERMS AND CONDITIONS 2015/2016 – This supersedes any previous T & C's

1. By signing David Eason Photography's booking form, or by purchasing from David Eason Photography, you are agreeing to the following terms and conditions as set out in this total agreement made between David Eason Photography and you the client. No variation or modification of this contract shall be effective unless agreed by both parties in writing only.
2. **Booking Fee:** The booking fee / deposit of the chosen package, secures the time and services of Dave Eason Photography on your chosen wedding date. The second deposit is payable no later than 3 months pre wedding date and the final balance is payable no later than one month prior to the wedding / event date or cancellation by the client is assumed. Deposits are non-refundable and only transferable if another date is booked with me, providing it is free. If the wedding is booked with less than a month to go, then payment in full is required. We highly recommend you take out wedding cancellation insurance.

2a: A completed booking form is also required alongside the booking fee/deposit. My insurers insist I have one in place when I attend your BIG day. I am unable to attend your booking without one in place.

2b: I am unable to pencil in or provisionally book any date without a 50% deposit. If you enquire about a date and wait a few weeks to obtain the deposit, it is at your risk.

2c: Dave Eason Photography is unable to offer buy now pay later or the penciling of dates. Installments are at the discretion of David Eason Photography and may be arranged, but an additional 20% admin / surcharge would apply per installment.
3. **Flash Photography:** Epilepsy and Flash photography do not mix. When signing this form you are accepting all responsibility regarding this. You accept that it is also your responsibility to make Dave Eason Photography aware at the time of booking if anyone in your party suffers from Epilepsy. You are accepting that if I have to avoid flash in the vicinity of a sufferer, it means I cannot take photos of anyone nearby and this also means less overall photos.
4. **Cancellation:** The client may cancel this contract at any time by giving written notice by post, to Dave Eason Photography, but in doing so shall forfeit any monies paid, should cancellation be received by the David Eason less than one year prior to the date of the ceremony. Postponed weddings to a later date will retain the fee as long as the photographer is able to re-schedule for the new date and time if not then the cancellation terms stated above will apply.

4a: If changing your wedding date, you must contact me verbally first, then confirm it in writing within seven days. Text message changes are not acceptable. Dave Eason Photography cannot be held responsible for any changes to information on the booking form other than in writing. Please do not assume Dave Eason Photography has your alternative date free, without making verbal contact first.
5. **Payments:** Cheque's, Cash, BACS, PayPal, can all be taken. *Credit cards can only be taken via Paypal.*
6. **Privacy:** We respect your privacy. Dave Eason Photography will not, under any circumstances, sell, rent or loan any identifiable information regarding you – our customer to any third party. Ever. Any information you give us is held with the utmost care and security. When you place an order with us, we request your full name, postal/billing address, e-mail address, land and mobile numbers. We only use this information for the purpose of processing your event/orders, for statistical purposes and possibly for notifying you of any products or special offers that Dave Eason Photography thinks may interest you.
7. **Display:** Dave Eason Photography naturally takes security very seriously. Taking this into account, Dave Eason Photography may display any photographs/artwork included in this contract, in literature, promotion, advertising, photo competitions, marketing, display areas, exhibitions, newspapers, competitions or slideshows. If you object to this please make a note on the any special requirements section of the booking form.
8. **Ownership:** All goods remain the property of Dave Eason Photography until full payment is made and cleared. DVDs are non returnable unless faulty. If faulty you must notify Dave Eason Photography within 7 days of receipt agree to return the faulty DVD for inspection prior to another being issued.
9. **Images:** All image sizes are nominal. Dave Eason 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 by photographic equipment the exact colour as seen by the human eyes.

- 10. Quality & quantity:** In order to ensure the overall quality of the images provided, the photographer reserves the right to delete and/or edit selected images before providing the DVD/CD. The photographer will use reasonable endeavours to ensure that the required number of images are provided, but will have no liability in the event that circumstances prevent this
- 11. Re-orders/Reprints:** All reprints and re-orders are treated as an extension of this contract and no responsibility for error will be accepted by Dave Eason Photography unless orders are given in writing on the order form provided. Prices are as per the current (At time of booking) price list.
- 12.** Photo shoots in a studio or on location or at your home allow Dave Eason Photography to attend for a maximum of one hour as per the sitting fee or voucher. Afterwards Dave Eason Photography will supply a proof book, not an on-line gallery. From the proof book you may choose your free image if applicable and to purchase any other images your wish.
I delete all images after six weeks without further notice, except any that I may wish to use for marketing purposes. Hence failure to choose your free image if applicable and/or any other images for purchase during this six week period means all images could be lost. No compensation will be paid and no re-sit will take place without a further sitting fee or voucher in place. Vouchers are not transferable.
- 13. Copyright:** Copyright in the photographs will reside with the Dave Eason Photography, unless otherwise pre agreed. If pre agreement or the payment of a licence fee is received.
13a The supplied DVD (if supplied) will contain two folders. One folder has HQ non-watermarked images for you to print and share. The other folder is identical, but has watermarked images for use on web sites or published articles. The images are not in the public domain. Your are agreeing to only use the watermarked images this way and not non watermarked images. If you share an image with friends and families you will also supply a watermarked version for them to use online /publishing only.
13b 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 this 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 Dave Eason Photography in writing. The client is permitted to make one back up copy of any supplied DVD/CD's containing the photographs for his/her own use only but not for commercial purposes.
- 14. Licence:** Dave Eason Photography shall be granted artistic licence in relation to the poses photographed and the locations used. Dave Eason Photographer's judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of the subjects, the Church/Registry Office/venues rules on photography, it may not be possible to capture all of the images requested.
- 15. Venues:** Dave Eason Photography is limited by the guidelines and policies of the ceremony official and reception site management. The client agrees to accept the technical results of the imposition of these house rules on Dave Eason Photography. Negotiation with the officials for moderation of guidelines / policies is the sole responsibility of the client. Dave Eason Photography will offer technical recommendations only.
- 16. Preferred photographs:** It is the client's responsibility to nominate a person i.e. Best man to gather/ round up all guests for wedding photographs. This will ensure your guest photo session runs fast and smooth. Bear in mind Dave Eason photographer will be meeting your family for the first time. A supplied shoot list is highly recommended.
- 17.** Missed photographic opportunities - The client agrees not to hold Dave Eason Photography liable for any missed photographic opportunities due to individuals failure to be present or to cooperate during photography sessions, or due to details not pre - revealed to Dave Eason Photography. Every possible care will be taken to produce photographs of all important and special events during the wedding.
- 18. Guest behavior:** Dave Eason will not tolerate verbal or physical and/or abusive behaviour, nor will Dave Eason Photography share time or compete with guest taking photographs for the attention of subjects. Unchecked guest's

conduct that interferes with Dave Eason Photography, may seriously affect the quality of the photographs being taken; increase the number of times a photograph needs to be re-taken and/or completely eliminate the possibility to capture the moment. If after discussion the client is unable to control the conduct of guests and such conduct results in an unacceptable measure of interference, or if the guest conduct results in Dave Eason Photography suffering equipment loss or damages, Dave Eason Photography may be forced to immediately terminate his services. The client understands that in such an event, no wedding fee refund or re-shoot will be provided. In the event of equipment loss or damage resulting in guest's misconduct, the client further understands they may be liable for recovery of any cost incurred as a result of the said equipment loss or damage.

- 19. Storage:** All successful wedding photos taken will be placed in a gallery at www.daveason.co.uk for approximately four weeks from the event date only, unless otherwise pre-agreed. Dave Eason Photography shall not be responsible for keeping/storing copies of the images, whether electronic or printed, for more than six weeks after the date of the event unless otherwise pre agreed. Images from shoots other than weddings are only demonstrated at a post shoot viewing.
- 20. Force majeure or Act of God:** Dave Eason Photography shall be liable for any loss or damage arising directly or indirectly due to an act of God, fire, riots, armed conflict, labour disputes, civil commotion, intervention of a government, accidents, interruption to transportation, weather or any other cause outside Dave Eason Photography's' control. In the event of bad weather, it is the Bride and Grooms responsibility to have a "plan B" ready if photographs cannot be taken outside.
- 21. Attendance:** In the unlikely, rare event of Dave Eason Photography being unable to attend your event due to unforeseen circumstances, we reserve the right to appoint another photographer where possible, to attend your function on our behalf, to undertake the photography. Dave Eason Photography will not be held responsible for any extra cost over and above his normal function booking charges should you choose to hire your own alternative photographer.

21a If Dave Eason should suddenly meets his maker, your money will be refunded in full.
- 22. Limitation of liability:** In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, the liability of one party to the other shall be to limit the total value of the contract. Neither party shall be liable for indirect consequential loss. In the event of unforeseen circumstances causing loss of the photographic record of the event, or preventing attendance of Dave Eason Photography or the taking of photographs at the event, Dave Eason Photography will repay all fees and deposits in full, but we have no liability beyond this.
- 23. Complaints:** Any complaints should first be raised by The Client with Dave Eason Photography in writing no later than 7 days of the receipt of the images. You accept that claims after 7days will not be entered into .
- 24.** At the many events Dave Eason Photography attends over a year's, David is naturally often asked by the guests to take photo of themselves and their family/friends during the event. Dave Eason Photography does not have a problem with this at all. I will include them in YOUR collection. Dave Eason Photography may create special effects on those photos, and/or convert some to black and white etc, because they are part of YOUR entire collection. However, if you do not get along with some of your guest's and/or their partners, and therefore do not want any photos of them taken, Dave Eason Photography is totally unaware of this on the day, unless it is pointed out in advance. (Yes it happens!)

The 4 week live online gallery I supply for free, allows you to have removed from the final DVD (pre burn) any images that you do not like. You only have to inform me of the image, numbers that you do not want on the DVD, when you supply the DVD cover photo number.

Some people may feature more than others. If guests play up to the camera, they will probably get clicked often. Dave Eason Photography does not count how many images are taken on the day especially of each person. Please bear in mind that guests sitting in chairs at the reception, all night, or drinking at the bar, offer only limited photo opportunities.

Guests who do not like having a photo taken, or refuse to smile, may be beyond persuasion, but may be included when sniping.
- 25. Photographer assistant:** On rare occasions, Dave Eason may bring an assistant to offer help with lugging/ fetching etc. Who may be seen taking photographs. The assistant will not take any of the main images and is under instruction to

refuse any request to do so. Any of these images that Dave Eason Photography thinks are suitable and usable may be included in a separate folder on the DVD only. They are un-edited and not part of the paid deal, just a free bonus.

- 26. Story Books:** The price you paid for the story book is only guaranteed strictly for one month maximum after your wedding day. Within this month you need to select the 90 images you would like in the book, either from the free online gallery or the DVD provided. Proof numbers need to be supplied in writing in descending order. I am unable to take verbal lists.

If you provide the 90 proof numbers after one month from the wedding day, you may incur price rises as passed onto me by the suppliers. Please bear in mind I often take book deposits 18 months or two years before your BIG day and hence am unable to hold prices indefinitely.