

Michael Bird PHOTOGRAPHY

Terms & Conditions

All cheques are to be made payable to Michael Bird Photography.

It is agreed that the terms set out in this form is the total agreement made between the parties and no variation or modification of this contract shall be effective unless agreed by both parties in writing.

Special requests/coverage the client understands and accepts that the photographic coverage will be as the photographers 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. Any special requests not notified on this booking form must be made by the client to the photographer in writing.

The photographer On occasions and without notice it may be necessary for the photographer to be substituted by another photographer (e.g. due to ill health).

Images All image sizes are nominal. The photographer 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 sensitive material (film or digital) the exact colour as seen by the human eye.

Previews Although the photographer will do his best to produce more images than set out in the brochure/as discussed with the client there is no guarantee that any particular number of images will be produced.

Reorders All reorders shall be treated as an extension of this contract and no responsibility for errors will be accepted unless orders are given in writing. **All orders and reorders must be pre-paid.**

Retouching Digital manipulation and artistic finishing is available to the client as an optional extra and we reserve the right to charge for these services.

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 the photographer in writing. Any missing /damaged pictures or pages from the preview book will presume a breach of copyright.

Negatives/Digital files Negatives/Digital files remain the property of the photographer.

Licence The photographer shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The photographers' judgement regarding the location/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.

Display The client hereby allows the photographer to display any images included in this contract in their studios, portfolios, literature, wedding exhibitions, competitions, and advertising including use on websites. No use of the images will be made by the photographer for other reason except with the written permission of the client.

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 paid. Should the photographer receive cancellation less than 6 weeks prior to the date of the ceremony the client shall pay a sum equal to 50% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the photographer would suffer.

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.

Complaints Any complaints should be raised by the client with the photographer, 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.

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.

All images are subject to colour alteration and cropping.

M Bird reserves the right to change services, prices & offers at any time.

All prices are correct at time of going to press. 01/03/07

All Photographs © Michael Bird

Data Protection. Details you supply may be kept confidentially on file; they will not be passed on or sold to other parties, if you do not wish to receive information or mailings from

Michael Bird Photography other than related to this contract please tick this box