

ENTIRE AGREEMENT: This agreement contains the entire understanding between Weir Photography and the CLIENT listed in the receipt or invoice schedule. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing by email or paper, signed by all the parties. Payment of the deposit is deemed as agreeing to these terms and conditions.

RESERVATION: Upon your booking deposit payment Weir Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of £200 is non-refundable, even if date is changed (unless I am available on the revised date) or wedding cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of booking. The Reservation Deposit is applied towards the contracted photography package detailed in the receipt or invoice schedule. The CLIENT understands and agrees that the balance of payment owed for the wedding photography package described in the receipt or invoice schedule is due on or before the day the photography package is delivered. CLIENT agrees if the balance is not paid by this time, Weir Photography will withhold the images from the photography package detailed in the receipt or invoice schedule with no liability to Weir Photography.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation (either by phone or ideally by a face to face meeting) before the event date in order to finalise the actual shooting times, locations, and CLIENTS request list (in writing) for specific photographs. The CLIENT will be responsible for, or have someone designated, to identify people of whom specific photographs are desired. The photographer will not be held accountable for not photographing desired people if there is no one to assist in identifying people or gathering people for photograph(s). The bride and or groom agree to set aside at least 30-minutes of time before the ceremony commencement of the wedding and a 45-minute time frame afterward for photographs that cannot be obtained during the wedding, including group shots. If the bride's or grooms late arrival prevents these 30 & 45 minute windows from occurring, the photographer shall not be held liable for failure to take desired photographs.

COOPERATION: The parties agree to cheerful cooperation and communication for the best possible result within the definition of this assignment. Weir Photography is not responsible if key individual's failure to appear or cooperate during photography sessions or for missed images due to details not revealed to Weir Photography. Weir Photography recommends that CLIENT designate an "event guide" to point out important individuals for informal or candid photographs to the photographer (see above) during the wedding that they wish to have photographed.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and Weir Photography agree that cheerful cooperation and punctuality are, therefore, essential to that purpose. Shooting commences at the scheduled start time.

HOUSE RULES: The photographer is limited by the guidelines of ceremony official or reception site management. CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is CLIENTS responsibility; Weir Photography will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by Weir Photography are protected by Copyright Law (all rights reserved). The CLIENT may reproduce images provided under the invoice schedule for their own personal use. The Client must obtain written permission from and compensate Weir Photography prior to the CLIENT or its friends and relatives publishing or selling the photographs for profit. Weir Photography has invested in an archive to hold images for approximately 10 years. Customers should, however, make sure that they have made their own arrangements for backing up their copy of their images, as Weir Photography cannot guarantee to supply a replacement. Weir Photography reserves the right to charge £50 for additional copies to help pay for the cost of an archive.

CLIENT & GUEST MODEL RELEASE: The CLIENT hereby grants to Weir Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the CLIENT and GUESTS or in which the CLIENT may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The CLIENT hereby releases Weir Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

GUEST PHOTOGRAPHY: Because of time constraints and the need for subjects to give full attention to the professional photographer, we request that guest photography be limited. Weir Photography will allow guests to take snapshots during the processional, recessional and candid events at the church, and at the altar during the time the studio equipment is being packed up. Guest photography at the reception will be allowed at any time. In return for this consideration, Weir Photography requests that guest photography does not interfere when or where Weir Photography is working. Weir Photography cannot be held liable for guests looking in the wrong direction or in delays if guest photography is allowed.

COOPERATION: The CLIENT is responsible for the conduct of their guests. The CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography as scheduled. The CLIENTS should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the wedding day should be planned to make the best use of time from all vendors. Weir Photography will not tolerate verbal or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the CLIENT is unable to control the conduct of their guests, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. We understand that in such an event, no refunds will result.

COMPLETION SCHEDULE: Digital processing takes approximately 2 weeks, creation of a wedding album 6-10 weeks and enlargements 1-2 weeks. These time scales may be longer when laboratory and binding schedules are heavy.

PAYMENTS: CLIENT agrees that £200 deposit is required at the time of contract and 100% of the remaining balance is due on or before the event date.

PURCHASE OF DIGITAL NEGATIVES: A copy of the high resolution digital negatives on a DVD or CD is FREE with purchase of any Photography Packages. Additional copies can be ordered at this time for £10 each.

PENALTY FEES & CHARGES: There is a £50 charge on cheques returned, for any reason.

RIGHT OF WITHDRAWAL: Weir Photography's discovery of new information, changes, or other factors tending to circumvent its policies, could result in its withdrawal. Non-cooperation; changes of locations, facilities or times available; missed appointments; bad or returned cheques, or late payments are examples of contributing factors. Should Weir Photography initiate the withdrawal, all fees and deposits will be returned, excepting fair market value for all services/products already provided. In case of withdrawal, £50 an hour is billed for all photography services already provided, and £25 an hour is billed for all other services, consultations, and all driving time, rounded up to the nearest half-hour. If Weir Photography withdraws -- the CLIENT will not be billed for any services in excess of their deposits (except if deposit was in form of returned cheques).

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. Weir Photography will make every effort to secure a replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. Weir Photography takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond Weir Photography control, Weir Photography liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

PERFORMANCE: The performance of this contract by Weir Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the CLIENT and the studio at the time of this contract's signing shall be recognised as amendments to this contract.

PHOTOGRAPHER: All photography is performed by Martin Weir, founder of Weir Photography. Only in extreme cases of illness or emergency will another photographer be used to photograph the event. In such rare cases every effort will be made to inform the CLIENT and provide a second consultation to allow the couple to meet the backup photographer before the event.

BACKUP EQUIPMENT: Weir Photography has invested in backup photography equipment to minimise any possible interruption to photographing the event should any piece of equipment fail. All memory cards are copied to a portable hard drive once used to ensure that their subsequent failure will not cause loss of images. Images are then backup again in the studio and once edited are archived for 10 years.

ASSISTANTS: Weir Photography does not normally use assistants, although this is an option for large weddings if required. Weir Photography reserve the right to use an assistant (at no additional cost) if is required.

PHOTOGRAPHER ATTIRE: Weir Photography use a dress code that is smart but not formal as this can be quite restrictive and can interfere with the operation of equipment and getting into some positions. If the CLIENT has any specific requests for the photographer dress code this can be discussed with Weir Photography.

PACKAGE: The package is outlined in the invoice or receipt schedule. All images are recorded as digital files, edited where necessary in Adobe Photoshop and exported as high quality JPG files for the client to copy and print free of charge. Weir Photography do not limit the number of photographs captured during the event and will endeavour to take as many as practical during the time allowed in the agreed package. The package will outline the time the photographer will attend. Weir Photography will endeavour to be as flexible as possible with timings as time scales can slip with weather and unforeseen delays. If the delay is longer than an hour Weir Photography reserves the right, with consultation with the CLIENT, to charge additional time at £50 per hour.

EXTRA COSTS: Weir Photography believes in being up front with all costs. These are clearly indicated on our website, in our price lists and in the invoice / receipt schedule: Weir Photography do offer a wide range of optional additional services at very reasonable costs, after all the CLIENT has the CD / DVD with the images and can source many of these services elsewhere if required.