

Terms and Conditions of Business

BOOKING FEE

A booking fee of £50.00 is required to secure the date. Dates are reserved only when the booking fee is paid. This sum will apply towards the contract fee.

TERMS

It is mutually agreed that the following terms and conditions form an integral part of this contract/invoice and that no variation or modification of this contract shall be effective unless accepted by Cinemack Media Ltd (also called "the Photographer") in writing.

PAYMENTS

The balance of the payment for the services contracted for must be paid for 30 days before the wedding date. Payment for additional photographs and albums is made when these are ordered. Any bank charges incurred due to returned cheques will be debited to the Client.

CANCELLATION

In the event of the Client cancelling a booking for wedding photography Cinemack Media Ltd reserves the right to charge a cancellation fee in accordance with the following scale:

£50, (the booking fee), if cancelled more than 12 months prior to the wedding date.

50% of the agreed fee if cancelled between 6 and 12 months prior to the wedding date.

25% of the agreed fee if cancelled less than 6 months prior to the wedding date.

100% of the agreed fee if cancelled within 7 days of the wedding date.

Should the cancelled wedding turn out to be a postponement, then subject to availability on a new date, monies other than the booking fee may be applied to the new wedding. In the event of Cinemack Media Ltd having to cancel photographing the wedding, due to illness, accident or act of God, any fees paid, including the deposit, will be returned to the Client. In this instance Cinemack Media Ltd will also do their utmost to provide an alternative photographer.

WEATHER AND/OR DELAYS

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather the photographer, in co-operation with the Client, will make the necessary changes to the schedule and will do their best to produce coverage of the wedding within the time allocated to them. Similarly, when delays occur due to circumstances outside their control, the photographer will stay on beyond the agreed time but may charge a small additional fee for extra time involved.

REQUESTED PHOTOGRAPHS

Cinemack Media Ltd will honour requests for specific photographs subject to the following: weather and time permitting; availability and the co-operation of the person(s) concerned.

COVERAGE

Cinemack Media Ltd cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other members of the wedding party not being ready on time, nor by restrictions placed on the photographer by officials of the church, register office or licenced marriage venues. Cinemack Media Ltd does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the Client's wishes. Cinemack Media Ltd is limited by the guidelines of the ceremony official or reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility. Cinemack Media Ltd will offer technical recommendations only.

COLOUR MATCHING and SIZES

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, Cinemack Media Ltd will endeavour to achieve a pleasing overall colour balance based on natural flesh tones. It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

COPYRIGHT

The copyright in all photographs created by Cinemack Media Ltd shall remain their property in accordance with the Copyright, Design and Patents Act 1988. The Client(s) shall have no right to reproduce, nor to authorise the reproduction of, by any means whatsoever, any photographs created by Cinemack Media Ltd without their permission. This includes photocopying, scanning into computer, photographing with a film or electronic camera, including a video camera, and producing either a hard copy on paper, film, or similar medium, and also recording an electronic image on a computer hard disc, or any tape, disk or other recording medium. Nor is it permitted to transmit or allow to be transmitted such images by cable, radio waves or the internet. The Client(s) hereby acknowledges that infringement of Cinemack Media Ltd's copyright is unlawful and may be a criminal offence. Cinemack Media Ltd accepts no responsibility for the quality and colour reproduced from third party printers of images taken from Copyright free images supplied, due to variations in paper and third party printing processes and profiles.

DELIVERY TIMES

Online Photographs: Photographs will be uploaded to your online gallery within 7 days from the wedding day (this may be longer in peak periods).

DVD: DVDs will be delivered within 14 days from the wedding date (this may be longer in peak periods).

Albums: Albums, depending on the style and size, will be delivered within 6 weeks from the wedding day.

MODEL RELEASE

The Client hereby grants to Cinemack Media Ltd and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client 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 Cinemack Media Ltd and its legal representatives and assigns from all claims and liability relating to said photographs. Cinemack Media Ltd will ask permission from the Client to publish a photograph, and the Client has the right to refuse publishing.