

**In the following terms & conditions “the photographer” shall mean Gasty Media. “The clients” shall be those persons defined as bride and/or groom on the booking form. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.**

## **1. COPYRIGHT**

The copyright Designs and Patents Acts assign the copyright of the images to the photographer.

## **2. DISPLAY**

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

## **3. LICENSE, COVERAGE AND REPRODUCTION:**

Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.

The photographer shall be granted artistic license in relation to the poses photographed and the locations used.

The photographer’s judgement regarding these matters shall be deemed correct.

The photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.

For a booking involving a church ceremony or at certain venues, the photographer’s movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer’s choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

#### **4. PRICES:**

All standard wedding packages and additional goods specified on the booking form are supplied at the prices ruling on the date of booking. Goods not specified on the booking form are supplied at the prices ruling at the time of receipt of the order.

#### **5. PAYMENTS:**

A non-refundable booking fee of €300 will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website.

The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.

Payment in full of the remaining balance will be due a week before the wedding day.

Additional goods ordered must be paid for in full at the time of ordering.

Titles to all goods remains with the photographer until paid for in full by the client(s)

#### **6. FORCE MAJEURE:**

The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc.

In the event of cancellation by the photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid.

#### **7. OWNERSHIP:**

All digital negatives (unedited files) remain the property of the photographer. On occasion, the photographer may supply a copy of the edited digital negatives to the client(s) for their own non-commercial use.

#### **8. CANCELLATION FEES:**

If the Client shall cancel this Agreement more than 2 weeks before the photo shooting day, any booking fee paid to the Photographer shall be refunded in full if the Photographer is able to re-book the same date. If the Photographer is NOT able to secure another client for the date, or if the cancellation occurs less than 2 Weeks before the portrait date, the Client forfeits the booking fee.

## **9. TRANSPORTATION AND ACCOMODATION**

The client is responsible for covering all transportation and accommodation costs associated with the photography services in cases involving travel. This includes expenses related to transportation fees and lodging for the photographer during the assignment."

## **10. PERSONAL ACCIDENT:**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

**11.** The photographer(s) will be allowed one 20 minutes break at their own discretion, and bathroom breaks when necessary. Each photographer will be provided a full guest meal for any photography session lasting longer than 5 hours.

If no meal is provided, the photographer(s) reserves the right to go of-site for a meal for 45 minutes.

## **12. IMAGE OR VIDEO ENHANCEMENT**

All deliverable images as per contract will have standard image editing (including: light skin retouch, light and colour adjustments). Any extra edits requested by the client will cost the client additional charge if accepted by the Photographer.

Extra image adjustments include (change the size of the body or parts of the body, replace parts of the body from another image, change the colour of parts of the body, extra skin retouch, replace or swap background).

It is also understood that unless hair and makeup is included in the contract, Photographer is not responsible to fix hair or skin, or makeup problems.

It is understood that Photographer is not responsible to fix photos to cover parts of your body that you do not wish to be seen in the photo, unless it was confirmed with the photographer in writing.

## **13. REJECTION**

Unless a rejection fee is agreed in advance, there is no right to reject the Images on the basis of style or composition.

## **14. ARCHIVING OF IMAGES**

All final images will be stored and archived by The Photographer for 1 year. If archived photographs are required after that time or additional storage time is required an admin. fee may be charged.

If The Photographer loses images stored in archive or they are stolen, The Photographer is not liable beyond 1 year of storage. Within 1 year, The Photographer is liable to the cost of the originals (a return of the original fee).