

KEVIN JOSEPH

WEDDINGS

Wedding Contract, Terms and Conditions of Filming/Photography for Kevin Joseph Weddings

It is mutually agreed that the following terms of the agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Kevin Joseph Weddings and the client, in writing. By paying the booking fee you agree to the following terms.

Booking Fee: by paying a booking fee for each service provided (Video and/or Photo services) you agree in full to the terms of this contract.

The booking fee can be paid by Cash or Debit Card only. The booking fee will reserve the date requested for your wedding date. The booking fee is non-refundable after a cooling off period of 14 days.

Once the booking fee is paid the requested date will be secured.

Payment: Full payment must be made before one week before the wedding date

Online galleries and Albums: You will be provided with a private gallery to view both your photography and/or videography products. Albums vary due to what has been agreed with Kevin Joseph weddings and the customer.

By paying the booking fee and returning this signed contract you agree that you have read and fully understand the schedule and terms of agreement in this Contract and realise that this contract becomes effective immediately. This includes any cancellation rates which will apply in case of any cancellation as clearly explained in the conditions.

Once this contract is signed and returned you will be sent a confirmation letter via e-mail confirming your booking and detailing the balance and schedule.

If you have any questions please contact us by telephone 07554082277 or e-mail info@kevinjosephweddings.com Mon-Fri. 09.00-17.00 hours. All efforts will be made to respond to as soon as possible.

Full Terms and Conditions of Filming/Photography for Kevin Joseph Weddings

- 1. Exclusivity:** Kevin Joseph Weddings shall be the sole professional team providing the requested service (photography and/or video services) at the venue. However, family, friends and other guests are actively encouraged to take photographs and capture video clips throughout the day.
- 2. Sample of Work:** The Videos/Photos that you have been shown is a selection from weddings we have captured. Your final product will be of a similar standard assuming there are no factors beyond our control which may affect the filming/photographing or post production.
- 3. Quality:** To produce a level of quality in line with Kevin Joseph Weddings' usual standard for Photographs, Video and Audio equipment such as lapel microphones, flashes and soft lighting is needed to be used on the day. Kevin Joseph Weddings are not responsible for any loss of quality as a result of the team not being able to use this type of equipment due to location restrictions, objections from people, other professionals or the clients. An example would be not wanting to wear a lapel microphone on the day to capture audio or a Church not allowing flash photography.
- 4. Restrictions:** Some locations will have restrictions for photographers and videographers which prevents them from having a clear line of site of main action taking place on the wedding day, an example is, some churches will not allow people or equipment in certain places which can affect the angles we have to choose from or the visual and audio quality we can capture.

Kevin Joseph Weddings is not responsible for any effect restrictions can have on the final product. It is the responsibility of the client to inform Kevin Joseph Weddings in good time of any restrictions so we are better prepared on the day.

- 5. Instalment Payments -** Payments towards the balance can be made in advance of set deadlines. In the event of a cancellation of either service, a £50 accounting and administration fee is applicable for each instalment paid to Kevin Joseph Weddings in accordance with the repayment schedule set out below.

Wedding dates are sold on average 12 months in advance meaning that the following repayment schedule will be put in place. The booking fee is non-refundable after the cooling off period. Refunds are given after any booking fee and administration/accounting charges are first deducted. If notice is given within 12 months of the wedding day no refund will be given. If notice within 14 months of the wedding day is given a 30% refund will be given after any administration and accounting charges. If notice is given within 16 months of the wedding day a 50% refund will be given after any administration and accounting charges. Any notice given before 16 months a 100% refund will be provided, after deductions.

- 6. Technical failures:** Kevin Joseph Weddings takes reasonable steps ensure the wedding day events are captured to a reasonable quality. These reasonable steps include having backup equipment available to the team on the day in the event of a technical failure. The technology used is well maintained and chosen for its ability to work well under a variety of conditions however no technology is infallible. In the event of loss of Photographs, Video or Audio due to a technical failure/corrupted data/Visual and Audio Interference, Kevin Joseph Weddings will not provide any form of refund. These events are rare and out of our control.

7. **Events on the day:** If there are any events or surprises planned for the wedding day which are not previously discussed with Kevin Joseph Weddings this will affect the quality of it being captured if at all. Kevin Joseph Weddings is not responsible for information or wrong information being provided about the day's events.
8. **Final Content:** A wedding is a live event and the capturing of all agreed day's events for Photographs and Video is subject to the right conditions such as weather and the availability and willingness of subjects.

In addition, other factors can affect the final content such as, but not restricted to, technical failures, damage to equipment caused by accident or intentional, theft of equipment, tampering with our equipment, location restrictions, Injury on the day and interference caused by people and other professionals blocking line of sight.

Kevin Joseph Weddings will use their professional experience to try to overcome any of these obstacles within reason however no refund or discount of any kind will be given under these circumstances.

Kevin Joseph Weddings' judgment on photographic and video style and number of photographs and video clips taken shall be deemed correct by virtue of the professional experience of Kevin Joseph Weddings' team.

Due to changes in the weather and the availability and willingness of subjects, the team will do their best to honour any requested photographs or video shots, but does not undertake to guarantee any specific picture, background, location or group arrangement.

9. **Cancellation:** If Kevin Joseph Weddings has to cancel this contract due to reasons beyond our control (death, injury, severe illness, etc.), our liability shall be limited to a full refund of all monies paid to Kevin Joseph Weddings.

If Kevin Joseph Weddings cancels the booking in writing the booking will be refunded within 30 days upon notice of cancellation. Kevin Joseph Weddings reserves the right to cancel the booking at any time.

If the client wishes to cancel the contract written notice must be provided as soon as reasonably possible.

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If trading ceases any monies paid will not be refunded to you. In this unlikely event please contact your wedding insurance provider.

10. **Creative License:** Kevin Joseph Weddings shall be granted creative and artistic license in relation to the photographs and video captured, the choice of locations and poses used.

11. Privacy: Kevin Joseph Weddings will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of Kevin Joseph Weddings. Should you wish to have any questions about this please contact us by e-mail, info@kevinjosephweddings.com or by telephone 07554 082 277.

12. Kevin Joseph Weddings reserves the right to change these terms and conditions at any time with 7 days' notice given in writing. If you do not agree to the changes you will can cancel with a full refund by notifying us in writing.

By paying the booking fee you agree that you have read, fully understand the schedule and terms of agreement in this Contract and realise that this contract becomes effective immediately. You also agree that cancellation rates will apply in case of any cancellation as stated in these conditions.

Once this contract is signed you will be sent a confirmation e-mail confirming your booking and detailing the balance and schedule.

13. Copyright: The 1998 Copyright, Designs and Patents Act assign copyright to Kevin Joseph Weddings. It is illegal to copy or allow to be copied by any means any photograph or video covered by this contract.

14. Display and Advertising: Kevin Joseph Weddings reserves the right to use any photograph or video for display, exhibition, competition and marketing.