

## Terms and Conditions - Weddings

Beat the Price rise and book now for 2018, our prices for 2019 go up soon.

Please find our terms and conditions below. We reserve the right to change these at anytime.

1	<b>It is agreed</b> - That the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.
2	<b>Exclusive Photographer</b> - The Photographer shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer's duties and do not photograph poses arranged by the Photographer
3	<b>Meanings</b> - "Photographer" means any partner of 'Harry Morrow Photography', his/her heirs, agents, employees, legal representatives and assigns, those for whom the Photographer is acting, and those acting with his/her authority and permission. "Client" means the person signing the order form.
4	<b>Deposits, Retainers and Payments</b> - The Client shall make a deposit to retain 'Harry Morrow Photography' to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and Client shall pay the balance due no later than Ten (10) days before the wedding day. The deposit or retainer is non – refundable.
5	<b>Booking Fees</b> - Any booking fee made to the Photographer secures the time and services of the Photographer for a wedding day and is non-refundable and non-transferable in the event of a cancellation. Wedding day photography may be postponed to a later date as long as the photographer can re-schedule for the new date and time with no loss of fee only at the ' <i>Photographer's discretion</i> '.
6	<b>Cancellation</b> - If Client shall cancel within 28 days of the session date the full amount due will be required for payment within 30 days.
7	<b>Payments</b> - Following payment of the booking fee, balance of fees due are to be paid 28 (twenty eight) days prior to the wedding day. No services will be delivered until all payments due have been paid in full, or the client has made other arrangements with Harry Morrow Photography.
8	<b>Re-orders</b> - All re-orders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.
9	<b>Images</b> - All image sizes are nominal. The Photographer/s 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 film or digitally the exact colour as seen by the human eye.
10	<b>Copyright</b> - 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 law of the United States. It is contrary to the Law 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/s in writing.
11	<b>Photographic Materials</b> - All photographic materials, including but not limited to files, compact flash cards, negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. These images are COPYRIGHTED, and may not be copied or reproduced, passed on to a third party, sold to a magazine in any form without written permission.
12	<b>Print Copyrights</b> - Prints from online proofs or CD/USB proofs can be made by the client and the clients family
13	<b>Display</b> - The Photographer/s may display any photographs included in this contract in his/her studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows.
14	<b>Copyright and Reproductions</b> - The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. 'Harry Morrow Photography' retains full, unlimited, world-wide copyright on all photographs supplied. These photographs are solely for personal display purposes. They may not be copied, published, reproduced, or stored on any electronic retrieval system without the express written permission of 'Harry Morrow Photography'. 'Harry Morrow Photography' shall only make reproductions for the Client or for 'Harry Morrow Photography' portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, or for display within or on the outside of the Photographer's studio, including the Photographer's web site. If 'Harry Morrow Photography' desires to make other uses, 'Harry Morrow Photography' shall not do so without first obtaining the written permission of the Client. 'Harry Morrow Photography' may wish to release copyright or reproduction rights for the images to the Client, for an agreed amount, which may not be passed to any third party whatsoever.

15	<b>Client's Usage</b> - The Client is obtaining prints for personal use only, and shall not sell said prints or authorize any reproductions thereof by parties other than 'Harry Morrow Photography'. If Client is obtaining copyright or reproduction rights 'Harry Morrow Photography' authorises the Client to reproduce the print only as agreed in writing. In such event, Client shall request that a credit for 'Harry Morrow Photography' be placed adjacent to the photograph on any publication, but shall have no liability if the publication refuses or omits to do so.
16	<b>Failure to Perform</b> - If the Photographer cannot perform this Agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the Photographer's illness, then the Photographer shall have no liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the Client's order. In such an event, the Photographer will refund all monies paid in full or reschedule a session and take photographs based on the terms of this agreement.
17	<b>Limitation of Liability</b> - 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.
18	<b>Photographer</b> - 'Harry Morrow Photography' may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution, Photographer warrants that 'Harry Morrow Photography' taking the photographs shall be a competent professional.
19	<b>Attendance</b> - In the unlikely event of the assigned Photographer being unable to attend your wedding day due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding date session on our behalf to undertake the wedding day photography to his/her best ability.
20	<b>Licence</b> - The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.
21	<b>Match to original</b> - (Likeness to person/colour). In accordance with the accepted practises of all professional photographers and photographic laboratories, the return of any technically acceptable photographs or prints or demands for refund or refusal to settle charges cannot be entertained on principle. No exception whatsoever can be made to this rule as we cannot be held responsible for individual tastes or expectations.
22	<b>Inherent Qualities</b> - Client is aware that colour dyes in digital photography may fade or discolour over time due to the inherent qualities of dyes, and Client releases Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities.
23	<b>Prices</b> - All quotes remain valid for 28 days, all other charges in this Agreement are based on 'Harry Morrow Photography' current Price Lists. This price list may be adjusted without notice and future orders shall be charged at the prices in effect at the time when the order is placed. We do not offer any refunds on special orders.
24	<b>Photographer's Price List</b> - The charges in this Agreement are based on the Photographer's Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
25	<b>Accidents</b> - 'Harry Morrow Photography' cannot take any responsibility for accidents occurring on our premises that are not reported at the time they took place.
26	<b>Miscellany</b> - This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. United States Law shall govern this Agreement. With the exception of Wedding and Commercial sessions, which have their own Terms,
27	<b>These Terms and Conditions</b> - Apply to all photographic sessions with the Photographer. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.
28	<b>Complaints</b> - Any complaints should first be raised by the Client with the Photographer/s in writing within 21 days from the date of receipt of images.
29	All contents of this web site are copyright © Harry Morrow Photography 2009-2018