

## Terms and Conditions

It is agreed that the terms set out below are 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.

### 1. Specific requests

Any specific requests must be made by the client to the photographer in writing. The client understands and accepts that our photographic coverage will be as the photographer's professional expertise determines. Specific requests are not binding instruction, although every effort is made to comply with the client's brief.

### 2. Post Production

As part of our extensive post production process Tom Hampson will provide an accurate colour balance to the supplied images, but cannot always guarantee exact colour matching. It is sometimes impossible to record digitally the exact colour as seen by the human eye.

### 3. Retouching

Minor retouching will be undertaken as part of the post production process. Additional extensive retouching is available, if required, at an additional cost.

### 4. Image Use

The client hereby consents to Tom Hampson Photography's use of the supplied imagery for any promotional requirements that includes, but not exclusive to, website, portfolios, printed collateral and social media.

### 5. Cancellation

Once a wedding date has been agreed cancellation fees will be applicable. A cancellation notice will only be actioned once received in writing. The following fees will be charged.

Up to 9 months prior to shoot date 25%

Up to 6 months prior to shoot date 50%

Up to 1 month prior to shoot date 100%

The cancellation charges refer to the above percentages of the total agreed day rate for the entire job. Requests for postponements will be assessed on a case by case basis

### 6. Complaints

Any complaints should be raised by the client with Tom Hampson Photography in writing, within 7 days of first becoming aware of the matter and in any event within 7 days of receipt of the images.

**7. Limitation of Liability**

In the unlikely event of a total photographic failure or cancellation of this contract the liability to Tom Hampson Photography is limited to the providing his services in order to reshoot the original job should Tom Hampson Photography be deemed responsible for the failure. Tom Hampson Photography shall not be liable for indirect or consequential loss.

**8. Copyright**

All images are sole copyright of Tom Hampson Photography and protected by law. 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 and Design Act 1988. It is contrary to the Act 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 in writing.

**9. License**

Images are only available for use by those named in this contract. No images(s) to be used by third parties without payment or written permission from the copyright owner, Tom Hampson Photography. Supplied images must not be copied, used, or published for commercial purposes without Tom Hampson photography's clear permission to do so. Tom Hampson Photography reserves the right to use all of Client's images on website, blogs, or any other related marketing material.