

1. Agreement is formed when the Client engages Dee Luci Photography to provide photography service as discussed with the Client for a fee agreed.
2. The scope of the photography coverage is detailed either in a Photography Checklist or as discussed.
3. The Client agrees to pay the Photographer's fee on the following terms:
  - 3.1. A 50% Reservation Deposit upon signing of an agreement and the remaining 50% balance payable no less than 8 weeks before the wedding date above (in 2 x 25% instalments) or remaining 50% on the day of photography shoot in the case of portrait photography.
  - 3.2. Additional charges for extra photography time on the day shall be charged at 25.00 per hour; and shall become payable within 14 days of presentation of an invoice by the Photographer.
  - 3.3. Additional photographs requested beyond that detailed on a Photography Checklist or as discussed shall be quoted for and paid on order.
4. The Client agrees that the Reservation Deposit is non-transferable and non-refundable in the event of cancellation by the Client for whatsoever reason except that stipulated in Clause 12.2 and such cancellation must be in writing.
5. The Client agrees that an Agreement shall be deemed cancelled if all monies are not paid on time as stipulated above and the Photographer shall have no further obligations to the Client.
6. The Photographer shall retain Copyright in all the material produced by the Photographer and this right shall accrue to the benefit of his/her successors, legal representatives and assigns.
7. The Photographer shall not be liable for any claims whatsoever resulting from alterations made to the material by the Client or any third party.
8. If the Client ~~shall~~ intends to sell or publish any of the material for financial gain, the Client shall:
  - 8.1. obtain written permission from the Photographer prior to doing so; and
  - 8.2. agree with the Photographer compensation to the Photographer for doing so
9. The Client grants the Photographer and his/her successors, legal representatives and assigns the irrevocable and unrestricted right to use and alter the material for commercial, promotional, marketing, competition or other purposes without compensation, and hereby release and shall hold harmless the Photographer and his/her successors, legal representatives and assigns from all claims or liability resulting from or associated with the use of the material.
10. If photography is at a desired location, it is the Client's responsibility to obtain permission for entry to and photography at all applicable locations and to advise the Photographer of any restrictions or policies in place at all applicable locations.

11. The Photographer shall not be held responsible for any photographs requested but not provided resulting from the late arrival of photography subjects or lack of performance by a designated Photography Coordinator as appointed by the Client. It is also a duty of the Photography Coordinator to keep guest photographers from hampering the Photographer during the designated official photography sessions.
12. If the Photographer has reason for not performing under these terms, the following provisions shall apply:
  - 12.1. If the Photographer cannot attend to his/her duties for medical reasons or other emergency, all effort shall be made by him/her to engage a competent replacement photographer at no extra cost to the Client. If the Photographer cannot source a replacement photographer or the Client is not satisfied with the proposed replacement, all monies paid by the Client (including the Reservation Deposit) shall be refunded in full and the Photographer's liability shall be limited to this refund.
  - 12.2. All monies shall be refunded and any Agreement becomes null and void if an act of God or war or other catastrophe necessitates cancellation, or in case of death or serious illness to either party or their immediate families up to five days before the photography shoot. Such cancellation must be in writing and a registered professional shall attest to the illness or death referenced as reason for cancellation.
  - 12.3. If the Photographer resigns this assignment for reasons such as changes made by the Client to the venue, dates or time, non-payment of fees or non-performance by the Client, monies paid shall be refunded after deductions for traveling costs incurred and services performed up to that time, charged at £30.00 per hour.
  - 12.4. The Photographer undertakes to use the utmost care and reliable equipment throughout the capturing, backup, processing and transportation of the material. If however, the material is lost, stolen or damaged for any reason, the photographer shall refund all monies received and his/her liability shall be limited to this refund. If a portion of the material is lost, stolen or damaged for any reason, then the refund shall be calculated pro-rata based on the package selected and his/her liability shall be limited to this partial refund.
13. These terms constitute the entire agreement between the parties and no changes or variations shall be valid unless done in writing and signed by all parties.
14. These terms shall be construed, interpreted and governed in accordance with the laws of Great Britain and should any provision of these terms be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

**15. Referral Incentives**

- 15.1. A referral incentive will be awarded upon the photography service being booked and Reservation Deposit paid by the Client.
- 15.2. Referral Incentives will only apply to enhanced Wedding Photography or enhanced Portrait Photography. Incentives will not apply to standard packages.
- 15.3. Incentive gift vouchers shall remain valid in accordance with the relevant merchant's terms and conditions. Dee Luci Photography will not be liable for expiry of gift vouchers.

**16. Discounts**

- 16.1. A discount will be awarded upon the photography service being booked and Reservation Deposit paid by the Client.
- 16.2. Discounts will only apply to Wedding Photography Packages 2 and 3, or full Portrait Photography. Discounts will not apply to reduced packages (unless otherwise agreed)
- 16.3. Only one discount incentive will be applied at any one time.

17. These Terms and Conditions are subject to reasonable change at no notice.