

AJ Imaging - Terms and Conditions

DEFINITIONS & LAW: This document sets out these conditions and all other details about your agreement with us. "WE", "OUR" and "US" means the supplier of goods or services (AJ Imaging). "YOU" and "YOUR" means the person, persons Client or Customer. The service means still wedding photography and is referred to as the "SERVICE(S)". These conditions will be governed by and interpreted in accordance with the English law. These conditions do not affect your statutory rights as a consumer, as defined by the "Unfair Contract Terms Act 1977" or any statutory amendments of that act.

RIGHTS RESERVED: Any failure by us not to enforce any or all of these conditions shall not amount to, or be interpreted as, a waiver of any of our rights. By booking AJ Imaging you are accepting these terms & conditions.

BOOKING/CANCELLATION DEPOSIT: Any cancellation from YOU must be in writing 30 days prior to the event, otherwise full payment will be required. Booking Fees (deposit) are non-refundable and must be paid at the time of booking. This booking fee is deducted (in full) from the TOTAL price. A non-refundable booking fee of £250.00 is required at the time of booking, together with a signed contract. Dates are reserved only when this booking fee is paid. Please make cheques payable to AJ Imaging. If WE have to cancel this contract for reasons beyond our control, (death, injury, sickness etc.), our liability shall be limited to a full refund of all monies paid. Should the cancelled wedding turn out to be a postponement, then, subject to OUR availability, all money paid may be applied to the new wedding. In this case, the total fees chargeable shall be the fees that apply at that time.

BALANCE/FEES PAYMENT:

The fees include all photography, images on DVD(s) (and album if included in the chosen package). The balance payment is to be made not later than 30 days prior to the Wedding. If balance of monies is not paid by this date then WE reserve the right to cancel the contract, WE will withhold any images, albums, etc. until payment is received. The booking deposit is not refundable.

TIME ALLOCATED: AJ Imaging will undertake to carry out:

- Pre-wedding meeting, usually 30 days before the wedding.
- Attend on the wedding day, duration subject to package and options chosen by the CLIENT.
- Supply of images on DVD(s).

CO-OPERATION: The parties agree to cheerful cooperation and communication for the best possible results. AJ Imaging recommends that CLIENT designate a person to help US organise group photos, point out important individuals that the CLIENT wishes to have photographed during the wedding.

KEY PHOTOGRAPHS: AJ Imaging will make every effort to photograph the wedding and people as per the clients requests. However, AJ Imaging will not be held liable for any missed images at any location. AJ Imaging will recommend times for photography during the event if these are not adhered to or if key individuals fail to appear or cooperate or if time allocated for photography is, in AJ Imaging's opinion, insufficient then AJ Imaging will not be responsible for missed photographs (e.g. people, groups, details)

EXCLUSIVITY: AJ Imaging are to be the only professional (still) photographers at the specified location(s). Family, friends and other guests are welcome to take photographs throughout the day.

CREATIVE LICENCE: AJ Imaging shall be granted creative and artistic licence in relation to the choice of locations and poses used. AJ Imaging's judgement on photographic style and the number of photographs taken shall be deemed correct. AJ Imaging will do their best to take requested photographs but does not undertake to guarantee any specific picture.

COPYRIGHT: The 1998 Copyright, Designs and Patents Act assigns copyright to AJ Imaging. This copyright will remain with AJ Imaging in perpetuity. AJ Imaging reserves the right to use any photographs for their own promotional purposes. AJ Imaging grants you a licence to copy and print the pictures for your own personal use.

GUARANTEE: All of our products are guaranteed for one year from the date of your wedding (i.e. albums, DVD, etc.)

RESPONSIBILITY OF CLIENT:

- Although every effort is made to backup digital image files in electronic format for long term storage, AJ Imaging cannot guarantee that the images will be available beyond the first anniversary of your wedding.
- The pre-wedding meeting is an integral part of this contract. Failure of Bride and/or Groom to arrange and both attend the meeting with US may result in substandard results for which WE will not be liable (see disclaimer).

DISCLAIMER: AJ Imaging will not be liable for any delays or omissions in the SERVICE caused by circumstances that are beyond our reasonable control (e.g. adverse weather, traffic, road works). Nor will WE be liable for any failures, equipment failures and or material defects howsoever caused. AJ Imaging shall not be liable if they are unable to provide the couple with the agreed upon SERVICES and/or products, or if the quality of the services and/or products is deemed to be substandard by the Client. Neither party shall be liable for any indirect or consequential damages, emotional or otherwise.

The limit of AJ Imaging's liability is the refund of all monies paid.