

Terms and Conditions

- 1) In this Contract, the following terms shall have the definitions assigned to them
 - a) "the Proprietor" means Andrew Cresswell of ASC Photography Solutions, 26 Kirby Road, Grettton, Northants NN17 3DB
 - b) "the Customer" means the person named on the booking form
 - c) "the Contract" means the booking form and these terms and conditions
 - d) "the Services" means the photographic work or services which the Proprietor has agreed to supply for an agreed fee on the date and at the venue stated in the Contract
 - e) "the Deposit" means the deposit paid by the customer
 - f) "the Commission" means the pre-agreed percentage of takings paid to the Customer by the Proprietor
 - g) "the Fee" means the total fee payable by the Customer for the services
 - h) "the Previews" means all the photographs and artwork supplied by the Proprietor for the purposes of selection and/or approval
 - i) "the Venue" means the event detailed in the booking form
- 2) In the consideration of the Fee the Proprietor agrees to provide the Services.
- 3) No variation or amendment of this Contract shall be effective unless evidence in writing signed by both parties.
- 4) By signing this Contract the Customer confirms that all information provided by him is correct.
- 5) Prices
 - a) All prices shall be as stated by the Proprietor
 - b) Any agreed variations shall be at such additional cost as the Proprietor shall notify to the customer.
 - c) Any photographs specifically requested by the Customer or any person attending the Venue shall be purchased by the Customer at such additional cost the Proprietor shall notify the Customer.
- 6) Payment
 - a) The customer shall pay the 25% Deposit upon making the booking and 50% of the fee at least four weeks prior to the wedding. The final 25% will be payable upon approval and selection of the previews. The Deposit shall be non-returnable in the event of cancellation by the Customer. If the Customer cancels within one month of the Venue date a cancellation cost representing 50% of the fee shall be payable.
 - b) The Customer shall pay for additional selected photographs at such cost the Proprietor shall notify to the Customer on placing a written order for such additional photographs.
 - c) Any sums outstanding under the terms of the Contract shall bear interest until the day payment is received by the Proprietor at a rate of 3% per month accruing day-to-day from date of delivery until the date of actual payment in full.
 - d) Any cost or expenses incurred by the Proprietor in enforcing this Agreement or any part of it or the recovering or attempting to recover any sums outstanding hereunder shall be reimbursed to him in full by the Customer.
 - e) Without prejudice to any rights or remedies of the Proprietor any default by the Customer in making payment on the date shall entitle the Proprietor to suspend the provision of Goods and Services so long as the default continues and to treat the Contract as repudiated by the Customer and determined if the Customer and determined if the Customer has not within 14 days of receiving written notice from the Proprietor paid all sums due to the Proprietor.
 - f) Any variation in payment terms between the Customer and the Proprietor will only be valid if evidence in writing signed by both parties.
- 7) General
 - a) Prices are not subject to Value Added Tax
 - b) All prices shall be subject to variation at the sole discretion of the Proprietor at any time without prior notice to reflect any increase in the Proprietor's cost of performing the Contract and the Proprietor shall notify the Customer in writing of any variation before completion of the Services.
 - c) Where the total mileage traveled by the Proprietor in performance of the Contract exceeds 100 miles, the Customer shall pay an additional charge of 45 pence per mile on the excess.
 - d) If the previews are returned to the Proprietor after the date or time specified for their return, or in the event of non-return, the Customer shall be liable to pay:
 - i) For all the previews so supplied and/or any photographs subsequently ordered at the price notified to him by the Proprietor; and
 - ii) An additional fee of £80 for the cost of the Previews.
 - e) The Customer shall be liable for any costs incurred in providing the photographs including postage, packaging and mileage charges for delivery or collection or any other ancillary costs.
 - f) The Customer shall purchase the minimum number of photographs as specified by the Proprietor or pay the total sum equivalent to the minimum order.
- 8) Liability
 - a) The Proprietor undertakes that he shall exercise all reasonable skill, care and diligence in the performance of the Services.
 - b) The Proprietor's obligation to refund the deposit shall constitute the full extent of the Proprietor's liability in respect of any loss or damage sustained by the Customer whether caused by any breach of the Contract or by misrepresentation or by the negligence of the proprietor his employees or agents arising from any other cause whatsoever.
 - c) The Proprietor shall not be liable for any consequential economic direct or indirect loss suffered by the Customer arising therefrom.
- 9) Copyright
 - a) The Customer hereby acknowledges to the proprietor that the exclusive photographic rights the Venue photographs and other media upon such are stored and the copyright and all other rights of a like nature in all photographs taken pursuant to the Contract belong to the Proprietor.
- 10) Miscellaneous
 - a) The Proprietor shall not be under any liability to supply press unless specifically requested to do so in writing signed by the Customer in advance.
 - b) All dimensions of photographs quoted by the Proprietor are the approximate material size before processing and finishing.
 - c) Colour photography is undertaken within the technical limitations of the process and the Proprietor gives no guarantee or warranty that the colour reproduced will exactly mirror the whole range of colours of the subject.
 - d) In the event that the Customer shall request copies of the Previews, the proprietor gives no guarantee that the colours reproduced in such copies will be identical to those in the Previews.
 - e) The Customer will collect the final order within three months of the Venue date.
 - f) The Proprietor reserves the right to withdraw his Services or suspend the provision of goods and Services under the Contract at any time if he feels necessary without incurring any liability whatsoever for failure to provide goods or Services as contracted.
 - g) In this Contract
 - i) words expressed in any gender shall where the context so requires or permits include any other gender;
 - ii) words expressing in the singular shall where the context so requires or admits include the plural;
 - iii) where the Customer is more than one person that Customer's obligations in this Contract shall take effect as joint and several obligations
- 11) Force Majeure
 - a) The Proprietor shall not be liable for any failure in the performance of any of his obligations under this Contract caused by factors outside his control including but not limited to any strike any lack of or breakdown in available transport or equipment or any failure in materials and the proprietor shall be entitled;
 - i) To suspend in provision of goods and Services under the Contract without incurring any liability for the failure to provide the goods or services as contracted.
 - ii) To be paid by the Customer a sum equal to all expenses incurred by the Proprietor up to the occurrence of the force majeure event including an appropriate amount in respect of loss of profit.