

Standard Terms of Business

- Quotation** A full and itemised quotation will be provided for each potential customer based on their requirements.
- Booking Form and Booking Fee** A booking form will be provided for the potential customer to complete and sign. The main purpose of this form is to ensure that key data such as the wedding time and place are accurately recorded. A booking fee of £200.00 is required at the time of booking and will be deducted from the price quoted. The purpose of this fee is to secure services for the time and date detailed on the booking form and is not returnable in the event of cancellation or postponement by the customer.
- By signing of the Booking Form and/or by payment of the Booking Fee, the customer accepts the quotation provided and enters in a contract with Focal Strategy Ltd (trading as Focal Pix Photography).
- Payment** Full payment will be invoiced approximately 6 weeks before the wedding date. All payments are required within 14 days of the invoice or within 4 weeks of the wedding date, whichever is earlier.
- Coverage/Expenses** The coverage describes the length of time the photographer(s) will be in attendance and is detailed within the quotation (typically 2 hours before the ceremony time until the first dance). No attendance fee is payable for attendance at the church/venue and reception unless stated in the quotation. All expenses will be included in the quotation and may only change if the coverage, venues or timings are changed.
- Previews** A password protected online gallery will be available from which to select photographs and purchase photo reprints.
- Albums/Prints** Details of the various outputs (digital files, albums, storybooks, photobooks, prints, slideshows, "eAlbums", etc) are detailed within the quotation.
- Digital Files** Photographs will usually be taken in RAW format and after the wedding will be sorted and selected for digital processing. JPG format photo files will be created from these selected RAW files and optimised accordingly. The photo files (final images) deliverable to the customer will be these selected and processed JPG files and not all of the original RAW files.
- Artistic Licence/Images** Special requests highlighted in the Booking Form and notes created from pre-wedding meetings will be taken into account and reasonable efforts will be made to fulfil customers' requests, however the Photographer(s) shall be granted complete artistic licence including the number of photographs taken, the people taken, the poses, the locations used, the style of photography and



the cropping, processing of images and the final selection of images offered to the Customer.

Due to the vagaries of the weather, the willingness of subjects, venue restrictions and time constraints and other factors, it may not be possible to capture all the images requested.

Copyright

Copyright of all images taken remains with Focal Pix Photography (Focal Strategy Ltd). The images provided can be used "royalty free" as long as the images are not sold on to a third party or used for publicity or promotional purposes other than as agreed in writing by Focal Pix Photography.

Photograph Storage

Each customer is provided with a DVD(s) or CD(s) of final images in digital format and it is the customer's responsibility to store photographs and to provide any necessary back-up facilities.

Gift Vouchers

Gift Vouchers may only be exchanged for services and products offered by Focal Pix Photography or Focal Strategy Ltd at the price at the time of redemption. The cash value of the voucher will not be returned or refunded once purchased. It is intended that the full value of the Gift Voucher be used and no refunds or partial refunds will be made. Gift Vouchers are valid for 12 months from issue date.

Publicity and Privacy

Photographs may be used by Focal Pix Photography for publicity or promotional purposes such as the Focal Pix Photography website, publicity materials, exhibitions and advertisements. Permission to use photographs for this purpose is given by the customer unless the customer informs Focal Pix Photography otherwise in writing prior to the wedding date.

Wedding details including names, addresses and telephone numbers may be stored by Focal Pix Photography in each customer file for the sole purpose of fulfilling the contract. These details will not be made available to any other third parties (companies or individuals). Should you wish to have your details removed from our storage, please advise in writing to Focal Pix Photography.

Complaints

Any complaints should be addressed by the customer to Focal Pix Photography in writing within 5 days of first becoming aware of any matter. Focal Pix Photography and the customer will co-operate to resolve any disputes in a fair and prompt manner.

Contract

The Contract is defined by the quotation. Contract acceptance is indicated by the signing of the Booking Form and/or payment of the Booking Fee.

Customer

The Customer is defined as the person who pays the Booking Fee.

Focal Pix Photography

Focal Pix Photography is a division of Focal Strategy Limited. Registered in England, Company No. 05268019



Registered Office : Albany House, 5 New Street, Salisbury, Wiltshire
SP1 2PH Directors : Peter S Bradshaw, S Bradshaw (Company
Secretary)

Photographer(s)

Unless stated otherwise, the photographer will be Peter Bradshaw and where quoted Sue Bradshaw. On occasion and without notice, it may be necessary to substitute the photographer(s) with other photographer(s). In the unlikely event of this happening, the customer will be consulted and given the option to cancel if necessary.

Limitation of Liability

In the unlikely event of total photographic failure (all available cameras failing to operate), injury or sickness beyond the control of the photographer(s) resulting in the inability to complete the contract, liability shall be limited to a full refund of all monies paid. There will be no liability for indirect or consequential loss of any kind.

If such a event arises, reasonable efforts will be put into providing alternatives such as substitute equipment and/or photographer(s).

Cancellation/Changes

Customers may cancel the contract at any time by giving written notice to Focal Pix Photography but in doing so will forfeit any booking fee or payment already paid. In the case of cancellation, the Customer will pay Focal Pix Photography for any other costs incurred which relate to the booking.

The Customer agrees to inform Focal Pix Photography in writing of any substantial changes to the wedding plans (eg changes to dates, timings, venues or services required) within 2 weeks of such changes.

If the Customer changes the wedding date or any of the wedding venues or coverage/services required after the booking is made this will be considered to be a cancellation by the Customer. Subject to availability, Focal Pix Photography reserves the right to provide a new quotation for the revised wedding plans and if the revised quotation is not acceptable Focal Pix Photography will consider such circumstances to be a cancellation by the Customer.

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Focal Strategy Ltd

(trading as Focal Pix Photography)

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