

Booking Terms & Conditions

It is mutually agreed that this contract will govern terms and conditions on which Unique Creatives Ltd will take images of the client's wedding and it is agreed for the sake of certainty that this contract, together with any written representations made by Unique Creatives Ltd, set out the total contract made between the parties. No variation or modification of this contract shall be effective unless agreed by both parties in writing. However, this shall not limit the client's right to take action against Unique Creatives Ltd for false or deliberately misleading statements made verbally by Unique Creatives Ltd prior to signing this contract.

Booking Fee

The £395 booking fee covers our expenses, administration costs and secures the time/services of Unique Creatives Ltd for the wedding. The booking fee is not refundable. Bookings are made strictly on a first come first served basis. Dates will only be reserved upon receipt of the booking fee.

Payment Terms

£395 booking fee - payable at the time of booking our services. The remainder of the fee is due to be paid 4 weeks prior to the wedding. Payment for all additional albums, images, re-prints and enlargements must be paid for in full at the time of ordering.

Prices

All prices include VAT at the current rate. Any increase in Government Taxes/VAT will be passed on to the client in full. Our pricing reflects dedicated time from an experienced Photographer travelling to a location of your choice (up to 30 miles from Manchester, thereafter 45p per mile). Prices and specifications are subject to change.

Display

I the client hereby agree to allow Unique Creatives Ltd to display/use any photographs covered by this contract in his/her studio, literature, portfolio, internet site, display areas, exhibitions, advertising, press, media, competitions, slide shows, or other commercial purpose.

Photographs

All photograph sizes are nominal. Unique Creatives Ltd will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials, especially man-made fibres. It is sometimes impossible to record the exact colour of materials as seen by the human eye, therefore all colour balances are purely perceptual.

Retouching

Any retouching and art finishing is available as an optional extra and will be charged at cost.

Copyright

The 1988 Copyright Design and Patents Act section 77 & 80 assigns the copyright of the photographs taken, to Unique Creatives Ltd. It is contrary to the Act and an offence to copy or allow to be copied, the photographs covered by this contract by any means.

Licence

Unique Creatives Ltd shall be granted artistic licence in relation to the poses photographed and the locations used. Due to the vagaries of the weather and the willingness of the subjects it may not be possible to capture all of the images requested by the client. No less than 14 working days prior to the date of the wedding shall the client supply a written list to Unique Creatives Ltd setting out the number of formal images the client wishes under this contract, clearly identifying those people who should appear on the images with a brief description of them (the "Specification"). Unique Creatives Ltd shall use all reasonable endeavours to take those images specified by the client pursuant to the Specification. Notwithstanding the provisions above, if for any reason Unique Creatives Ltd reasonably deem it unreasonable in the circumstances to take the images which have been requested in the Specification then Unique Creatives Ltd shall exercise their right to take such images as they consider appropriate in the circumstances. If, in the reasonable opinion of Unique Creatives Ltd the client does not provide a written list of sufficient detail to enable Unique Creatives Ltd to comply with the Specification (or if the client does not provide such a list at all), within the timescale detailed above, then Unique Creatives Ltd may exercise their discretion and take such images as are agreed with the client.

Force Majeure

The due performance of the work detailed above is subject to Unique Creatives Ltd alteration or cancellation owing to any cause beyond his control. In the unlikely event of Unique Creatives Ltd cancellation the following will apply:- arrangements will be made for another photographer of comparable qualification to cover the event with agreed fees remaining unchanged or if this is not possible or acceptable a full refund will be given of all monies paid to the date of cancellation.

Negatives

The negatives/digital files remain the property of Unique Creatives Ltd.

Complaints

In the unlikely event of a complaint arising from the work Unique Creatives Ltd will do all that is reasonable to ensure the matter is resolved promptly and fairly. Unique Creatives Ltd holds both public liability, and professional indemnity insurance. Liability is limited to replacement costs of materials. The client shall notify Unique Creatives Ltd in writing within 21 days of receipt of the final form images if they have a complaint regarding an issue which would be obvious within that 21 days period of otherwise, as soon as possible after the issue giving rise to the complaint has become apparent setting out the nature of the complaint in sufficient details as to make it clear to Unique Creatives Ltd the nature and reason for the complaint. If upon expiry of the 21 days period referred to above, Unique Creatives Ltd have not received a complaint, then any complaint made after that date shall be sent directly to the Master Photographers Association or the British Institute of Professional Photography, who shall, at their discretion, determine whether or not the complaint should be registered within the Association/Institute's Complaints Procedures. These professional organisations shall act as mediator(s) in any relation to resolution of any dispute arising under this contract and its decision in relation to such dispute shall be final but not binding. For the avoidance of doubt, the client is advised that mediation is only one option of dispute resolution available to the client and they are free to pursue others if they wish.

Abusive Behaviour

Unique Creatives Ltd will not tolerate abusive behaviour from the client(s), whether emotional or physical. Any such behaviour will result in the immediate cancellation or non-fulfilment of the contract and no refund of any monies paid

Media

It is customary for Unique Creatives Ltd to choose the equipment/media for each photograph, based on artistic skill and technical knowledge, to ensure the best possible results. Whilst clients' wishes are taken into account, Unique Creatives Ltd reserves the right to make the final decision on the day.

Album & Special Offers

The clients have 6 months to select their final album choice/images without incurring financial penalty. Upgrades, extra pages and extra photographs will be charged at the current rate in force at the time of upgrade. Any special offers at the time of booking are subject to availability, are not guaranteed and may be withdrawn at any time

Cancellation

The client may cancel this contract at any time after it has been signed by sending a written notice to Unique Creatives Ltd. If the client notifies Unique Creatives Ltd more than 120 days before the date that the wedding is due to take place, then Unique Creatives Ltd shall reimburse the client the whole of the price, less the booking fee. If the client notifies Unique Creatives Ltd that they wish to cancel the contract at any time within 3 months of the date of the wedding, then the amount of the price that Unique Creatives Ltd shall be entitled to shall be calculated in accordance with the table below (detailing the amount Unique Creatives Ltd is entitled to).

0-7 days	100%	8-14 days	95%	15-30 days	90%
30-60 days	80%	60-120 days	50%	more than 120 days	0%

Jurisdiction

This agreement is governed by English Law

In booking Unique Creatives Ltd (UniqueWeddings.co.uk) for my wedding I hereby assign the photography of my wedding to Unique Creatives Ltd. I further agree to the provision for payment as outlined above and I agree to the terms of business as set out above.