

Londonyork Photography and Video Terms & conditions.

1. PAYMENT PROCEDEURE

A non-refundable deposit of 30% is due upon signing of this contract and reserves event coverage for the date and time specified. The deposit is applied towards the total amount due, plus reimbursement (only if applicable) of air fare, hotel, transfer expenses incurred by Londonyork Photography in performing the photographic and video duties expressed herein, will be paid by client 14 days prior to the event. 50% of total payment should be made latest 2 weeks prior to your event. Balance of payment is due after the event, upon delivery of package.

2. SELECTIVE PRE-SCREENING

In order to deliver the highest quality photos and videography possible, Londonyork Photography pre-screens images and only imagery that meet our demanding criteria and level of quality is shown and delivered. Under no circumstances will Londonyork Photography be required to deliver or allow viewing of sub-quality imagery and video. This can include, but is not limited to out of focus, under / overexposed, duplicate and reference photos. Selection of images and prints is left upon the photographer's discretion and clients will not be involved in this process. Client hereby agrees to these terms and conditions.

3. TIME PERIOD FOR EDITING AND ALBUM PRODUCTION

To digitally master photos and videography take a great deal of time and focus. To edit photos and video according to the standards of Londonyork Photography, takes a minimum of 4 and a maximum of 6 weeks depending on the season and workload of Londonyork Photography. Client will receive images on DVD after this time period. In the unlikely event, Albums may take longer to design and print. Client hereby agrees to these terms and conditions.

4. COPYRIGHT

Londonyork Photography owns all copyrights for any and all images and videography produced in connection with this agreement, including the exclusive right to reproduce or publicly display such images.

5. MODEL RELEASE

By signing the agreement, the Client agrees that Londonyork Photography may create reproductions for portfolio, samples, self-promotion or competition and review.

6. LIMITATION OF LIABILITY

While every reasonable effort will be made to produce and deliver outstanding photographs and video of the event, Londonyork Photography's entire liability to Client for any claim, loss, or injury arising from Londonyork Photography's performance is limited to a refund to Client of fees paid. The amount of liability cannot exceed the amount of this contract. Client will be liable for all costs of collection under this contract including all legal fees. Because this is an uncontrolled event, Londonyork Photography cannot guarantee delivery of any specifically requested image(s). Client further recognizes and agrees that an entire wedding cannot be replicated, re-enacted for the purpose of a re-shoot and that Londonyork Photography has no obligation under this Agreement to do so. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, loss through camera or computer malfunction, lost in the mail, stolen or otherwise lost or damaged without fault on the part of Londonyork Photography. Many cities and private venues/businesses are charging a photography permit

fee. The client is responsible for the payment of such fee. In the event clients fail or refuse to pay for any such permit fee client is responsible for any and all related costs or fines if applicable. Client acknowledges that photography and video on event day is at the sole artistic discretion of the Photographer and Videographer. Client acknowledges that the photographer and videographer has a specific style and adheres to the said style. No shots throughout the day are guaranteed (such as, but not limited to, formals, first kiss, bouquet toss, etc.). The Photographer and Videographer will not be liable in the unlikely event that a problem arises, whether due to lateness, no show, accident, neglect, human error, and loss of materials, acts of god, equipment or other failures. The Photographer and videographer is not responsible for loss of, or interference with, the photography and video due to restrictions on the location, inadequate lighting including but not limited to, interference from surrounding devices, access limitations, flash restrictions, and the like bad weather. This limitation on liability shall also apply in the event that photographic and video materials are damaged in processing (film and digital), lost through camera malfunction, lost in the mail, fire or otherwise lost or damaged without fault on the part of the Photographer. Client understands the unpredictable and non-posed nature of photojournalism (assumption of risk) and waives any right to any civil action due to missed or lost photographs (including but not limited to unintentional infliction of emotional distress and negligence). In the event the Photographer and Videographer fails to perform for any other reason, the Photographer's and Videographer's liability is limited solely to the return of all payments received from the Client under this Agreement.

6. CHANGES AND CANCELLATION OF EVENT DATE

Londonyork Photography reserves the time and date for Client's wedding only after Client has signed this Agreement and provided Londonyork Photography with the non-refundable deposit. If subsequent to the Agreement, the Client changes the date of the wedding, Londonyork Photography will make best efforts to accommodate Client and provide its services on the new date. If Londonyork Photography is not available on the new event date, Londonyork Photography shall be entitled to keep the deposit and neither party shall have further liability or obligation under this agreement. If Client reschedules the wedding and the new date is in the following year, any new pricing in effect at that time shall apply. If Client cancels the event, Client shall immediately notify Londonyork Photography of such cancellation in writing, In the event that Client cancels the event less than three months prior to the reserved wedding date, and has yet to pay the Service Fee in full,

7. MEALS

Any wedding package booked over four hours requires meal(s) and adequate beverages to be provided for photographer and videographer. These meals must be pre-arranged with your wedding reception vendor. Most reception facilities offer vendor meals which may or may not be different from guest meals. Meals must be served prior to or while guests are being served so we may continue our photographic and video coverage immediately after lunch or dinner.