

TERMS AND CONDITIONS

In the following terms & conditions “the photographer” shall mean Stephanie White trading as Steph White Photography. “the client(s)” shall be those persons defined as bride and groom in the wedding booking. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

Wedding arrangements

The photographer(s) will document the events in a candid manner and take formal photos in accordance with the previously arranged shooting schedule. The client should provide a full list of formal photographs required (emailed in advance by the photographer) including names and their relationship to the client.

Note that the photographer is sometimes limited by the rules imposed by registrars, ministers and venue management as to what is and is not permissible. In such circumstances the clients agree to accept the technical limitations that may be imposed on the equipment used. I advise that the client makes themselves aware of the rules of the venue concerned and if necessary negotiate with the organizations concerned.

Prior to or during the event, the client may inform the photographer of subjects which they would like photographed, but the final content of the images is at the discretion of the photographer.

The client agrees to give the photographer precedence over guests in order to take photographs required for the wedding services described. The photographer will allow guests to take personal photographs where and when time and location permit.

When using digital photography, the photographer(s) will be under no obligation to display the images while the event is still underway.

Payments and booking fee

The client's payment to the photographer shall be as follows: A non-refundable booking fee of £_____ is to be paid at the signing of this agreement. The remaining balance of £_____ is payable one week prior to the wedding day unless alternative arrangements are agreed in writing. The photographer will give notice of payment one month prior to the client's wedding event. If full payment is not received 5 days prior to the event, the photographer reserves the right to not be present to photograph the wedding event. Acceptable forms of payment include cash, cheque or bank transfer.

Model release agreement

The clients grant the photographer(s) and their legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The clients hereby release the photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Copyright

Under UK copyright law, the photographer retains the copyright to the images. The client is granted a licence to use the images for personal use. The client is granted a licence to use the images in the client's personal website and the personal websites of the client's friends and family. The client may not assign or transfer this licence. The client must consult with the photographer if they wish to use the images in any other way than that described above.

Cancellation and change of dates

Cancellation of services for the wedding event results in forfeit of all monies paid. All cancellations must be delivered in writing. If the photographer cancels the agreement, then any fees and holding fees will be reimbursed in full to the client. Changes to the venue or other important details must be submitted in writing to the photographer at least 14 days before the event. Changing the date of your wedding must be submitted in writing and will be honoured if the photographer has availability. In the event the photographer is not available; you will have to cancel your contract.

The photographer and limitation of liability

If the photographer is too ill or becomes injured and cannot supply the wedding services specified above, Steph White Photography will do everything possible to book a replacement wedding photographer. If a replacement photographer cannot be found in these circumstances, liability is limited to a refund of any payments received. The photographer has processes in place to prevent loss or damage (backing up of images throughout the day, backup equipment) however, there exists the unlikely possibility that images may be lost, stolen or destroyed for reasons beyond the control of the photographer. In these circumstances, liability is limited to the return of fees paid for the service or part thereof according to the percentage of original images applied.

Photograph delivery

The USB containing the high resolution photographs of the wedding will be sent by recorded delivery to within 28 days of the client's wedding. The 30 page photo book will be delivered two to three weeks after the client has chosen their photographs and agreed layout of their book. At one year from receiving the photograph collection, the client forfeits the photo book if no decision has been made. No refund applicable.

The photographer will upload to a password protected gallery of the images to a website so that the client and their friends may preview and order images. This gallery will be temporary (three months minimum) and will be removed from the photographer's website at their discretion. The photographer shall have no obligation to distribute the images to the client's friends and family; individuals wishing to obtain images directly from the photographer will be charged at their current rate for prints. The photographer will aim to maintain backup copies of the images in her archive for a period of five years.

Additional costs

The client will be responsible for any travel costs, shipping and other reasonable costs related to the photographer's work. Travelling costs are 55p per mile outside of Yorkshire to the client's wedding venue and return journey. Parking fees and toll charges will be included if applicable.

Client signatures: _____ / _____

Date _____