

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. For peace of mind, I advise that the client checks and makes themselves aware of the rules of the venue concerned and if necessary negotiate with the organisations concerned in advance of the wedding.

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 bank transfer, cash or cheque.

Model release agreement

The client grants the photographer(s) and their legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the client's for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The client 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 edit the style of the photographs, for example applying Instagram filters to the photographs. 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. For the deluxe and standard wedding package, the photo books will be delivered within six 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 also upload the images to a password protected online gallery 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 or digital copies. Both prints and digital copies are available for purchase via the online gallery too. 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. If overnight accommodation is required, pricing to cover this will be included in your quote.

EXTRAS

The following terms and conditions apply to the extras that can be added to the main wedding packages on offer:

Engagement shoots

Most of the same terms and conditions apply to engagement shoots as they do for wedding photography, however, the following are specific to engagement shoots:

The photographer conducts portrait sessions 'on location' as appose to a studio set up. Thus the style will be natural, but with some direction from the photographer.

Note, permission must be sort from the venue owner if the client wishes to conduct a photo shoot on private premises. The photographer is sometimes limited by the rules imposed by venues, in such circumstances the clients agree to accept the technical limitations that may be imposed on the equipment used. The photograher advises that the client makes themselves aware of the rules of the venue concerned and if necessary, negotiate with the organisations concerned.

Dates for engagement shoots can be limited, particularly around the 'wedding season' of April - October. During wedding season, Saturdays can not be accommodated. Dates will be discussed and confirmed with the photographer and the client in advance, and are dependent on the photographer's availability.

Delivery of the client's photographs will be via online gallery and on USB memory stick in advance of the cleint's wedding.

Photobooth

The client is advised to discuss with the venue ahead of time and before booking, that they wish to hire the photobooth. This is to check that the venue can accommodate the booth.

The client must advise the photographer at least one month in advance, what design they would like applying to the photobooth. This includes the wallpaper style for the bottom half and the delivery of jpeg versions of any photographs they would like displaying on the top half of the booth. If the client wishes for an alternative, this can be discussed with the photographer, but one month's notice still applies.

The photographer will need to have half an hour ahead of the photobooth opening, to set up. This is normally arranged after the first dance. Once set up, the photobooth will be open for two hours for use of the client and their guests. The booth is not automated, the photographs are uploaded to an online gallery during the event (subject to internet connectivity) and cards with login details passed on to guests so they can see the photographs/share/order prints etc. The client also receives a copy of the images on USB memory stick at the same time as their wedding photographs.

Client signatures: _____ / _____

Date _____

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