



A L I C E W H I T B Y

W E D D I N G P H O T O G R A P H Y

TERMS AND CONDITIONS

The following is a list of standard terms and conditions used by photographers, these are provided in the interests of both "the Client" defined as the couple named on the booking form and AW Wedding Photography (Alice Whitby) ("the Photographer"). Please ensure that you have read and understood these terms before placing your booking. The Client is deemed to have accepted the terms and conditions in full upon payment of the booking fee. It is agreed that the terms represent the total agreement made between the parties and cannot be varied in any way by the Client unless expressly agreed by the Photographer in writing.

NON-REFUNDABLE BOOKING FEE

The purpose of the £400 booking fee is to secure the Photographer for a particular time and date and is therefore non-refundable and non-transferable in the event of cancellation by the Client. When paying, please reference the payment [surname&date of wedding]

PAYMENT

Full payment of the remaining balance is required 30 days prior to the wedding. Payment may be made by bank transfer (details below), which should be made payable to Alice Whitby. Dates are only reserved once the booking fee has been received in full. If the balance is not received by the due date, the Photographer reserves the right not to provide any services until payment is received or to treat the contract as cancelled. Prices are inclusive of VAT.

ADDITIONAL COVERAGE

The Client will be charged £175 per hour for any additional coverage. Coverage begins 1.5 hours before the ceremony unless otherwise agreed in advance. The additional fee is payable no later than 14 days after the date of the wedding, but can also be paid in advance.

CANCELLATION

If the wedding contract is cancelled or postponed by the client with more than 30 days prior to the wedding, the non-refundable deposit will not be returned, it being the agreed loss suffered by the photographer due to cancellation. If the wedding is cancelled within 30 days of the wedding, the full amount will become non-refundable. In the unlikely event the photographer determines that they are unable to complete the coverage due to unforeseen circumstances, a back up photographer will be provided. If no backup can be found, all money (including the deposit) will be returned to the client.

LIMIT OF LIABILITY

In the unlikely event of total photographic failure or cancellation of this contract by either party or in any circumstance, the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Any legal matters will be held in the UK, any legal fees incurred by the photographer as a result of client prosecution will be paid by the client.

WEDDINGS ABROAD

The Photographer will not be held responsible for missing part or all of the wedding in the event of a flight/train delay or flight/train cancellation. The Photographer will always endeavour to travel out to the destination country 48 hours before the wedding in order to minimise the risk. Flights, accommodation and car hire are not included in the standard price of the wedding photography and will be added on to the invoice. Flights will be charged at economy rate, two nights' accommodation near the wedding venue and car hire for 3 days will be added.

COPYRIGHT, REPRODUCTION AND MODEL RELEASE

The copyright of the photographs is retained by the photographer at all times throughout the world. Where a digital version of the photographs has been included for the clients as part of the wedding collection, these photographs will include a print release and may be printed, and or displayed online, for personal use. Commercial use must be expressly approved in written form by the photographer and include citation. This includes online bridal publications.

The photographer retains the right to use the photographs for the purpose of advertising or otherwise promotion of their work. Client agrees not to sell any of the files or prints without written permission from the photographer. The client agrees that they are signing a model release to allow the use of the photographs (of themselves) and those pictured at their wedding for the photographer's business purposes.

SOCIAL MEDIA

This clause applies to social media including, but not limited to Facebook, Instagram, and blogs. When published online it is required that citation of photographer be made. The client agrees that they will under no circumstances alter the photographer's photographs that are placed in public or on the internet. As a photographer, I need photographs to be an accurate representation of my work so that future clients have a good understanding of my brand and style. The client agrees to be responsible for any family member or friend who posts our photographs online and agrees that they cannot be cropped (with the exception of forced cropping on social media), altered in colour, or edited in any way.

IMAGE FILES

Once the files are delivered to the client, it is the client's sole responsibility to protect and retain their images for the future. It is highly recommended that the high resolution images are downloaded promptly and backed up on multiple hard drives.

The Photographer will maintain backup copies of the images in their archive for a period of 3 years during which time the client may request all original files.

ARTISTIC LICENCE

The client agrees that the work delivered will be of a similar style and caliber to those photographs on our website and blog, and that the photographer will have complete creative control when taking photographs during the wedding and in post-processing. The images will be delivered in JPEG format with a mix of colour and black and white images, and deemed appropriate by the photographer. No re-editing will be done after the final edited copies are presented to the client.

The client agrees that the photographer can only capture the wedding that happens: weather, location, schedule complications, time restraints and subjects ability to cooperate, are all factors in the quality of the photographs. The photographer will not edit for physical size, hair, nor any other physical appearance issue other than blemishes.

The Photographer cannot be held responsible for any lack of coverage caused by the Client or other members of the wedding party or by the church, synagogue, registry office or other licensed place imposing any restrictions on the Photographer. In order to maintain a creative documentary style, the Photographer cannot guarantee a photo of every guest or detail.

EXCLUSIVITY

It is agreed that the Photographer shall be the sole professional stills photographer on the wedding day. No clients, wedding guests, attendants, and employees of the client may impede the photographer when he/she is shooting or performing duties; failure to comply may result in missed moments or fewer delivered images.

Photographer also requests that client requests for all phones, tablets, and cameras be put away during the ceremony as to capture the best quality images possible. This "unplugged" atmosphere allows no hindrance in the ability to capture spur of the moment reactions and provides better quality photographs.

DELIVERY

The Photographer will endeavour to deliver the images (approx 50 images per hour of coverage) to the Client between 6-8 weeks after the wedding, but this may be slightly longer in the high season (April-September). They will be delivered via downloadable online gallery.

FOOD AND BREAKS

The photographers will be allowed one 20 minutes break at their own discretion and bathroom breaks when necessary. Each photographer will be provided a full vegetarian guest meal for weddings lasting longer than 5 hours. If no meal is provided the photographers reserve the right to go off-site for a meal for 45 minutes.

It is highly recommended that the photographers are allowed a meal directly after the bridal party to ensure they are finished eating by the time the next activity is scheduled.

CLIENT DECLARATION

By paying the deposit of £400 and signing this contract, the Client agrees to be bound by the terms of business and would like to book the services of the Photographer for the Client's wedding day.