

Charter Photography Limited trading as Marcus Charter Wedding Photography
6 Brudenell Drive, Stoke Mandeville,
Buckinghamshire, HP225UR

WEDDING PHOTOGRAPHY TERMS AND CONDITIONS OF TRADING

AGREEMENT

Upon payment of the deposit and/or further payments including interim or balance payments for digital or album/product sales, it is mutually agreed that these terms of agreement form an integral part of the contract and that no variation or modification of this contract shall be effective unless accepted by both The Photographer (Marcus Charter of Charter Photographer Limited) and The Couple, in writing. (Notably with deposit payment received and no return of signed contract or acknowledgement given in other form to The Photographer, it will be deemed as acceptance and agreement of the contract in full.)

1. DEFINITIONS

In the conditions of contract "The Photographer(s)" shall mean the Limited company incorporated as Charter Photography Limited or any photographers appointed by Charter Photography Limited. "The Couple" shall be those whose name appears on the contract. The due performance of the contract is subject to the conditions below and they cannot be varied in any way by The Couple unless such conditions are expressly agreed by The Photographer(s) in writing. The contract unless specified and agreed elsewhere in writing is between The Couple and Charter Photography Limited.

For reference: Charter Photography Limited trading as Charter Photography and Marcus Charter Wedding Photography. Registered in England No. 9511002, Registered Office, 6 Brudenell Drive, Stoke Mandeville, Bucks, HP25UR.

2. BOOKING DEPOSIT

A deposit of £250 is required at the time of booking and your date is reserved only when this deposit is paid. Should you include an album a separate £50 deposit will be required at the time of booking your album. Deposits are considered non-refundable (see Cancellation clause below).

3. BALANCE PAYMENT

Any balance payment is to be made not later than 30 days prior to the Wedding Ceremony. Please see the Cancellation clause below for further details. Balance payment for your album, prints & frames, etc. is made at the time of ordering.

4. PAYMENT METHODS

We will accept; cheque (payable to Charter Photography), Bank Transfer, (Santander Bank Sort Code: 090128 Account number: 77871340). We can accept cash, but only by arrangement. Postal address for cheques: **6 Brudenell Drive, Stoke Mandeville, Bucks, HP22 5UR, England.**

5. CREATIVE LICENCE

The Photographers style is largely reportage based. Therefore we do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement. Please also note that the number of photographs is also impacted by weather conditions and the willingness of subjects.

The Photographers shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the location, poses and number of photographs taken shall be deemed correct.

Photographs taken during the course of a booking will be at the discretion of The Photographers although best endeavours will be made to comply with The Couples requirements. The Photographers shall endeavour to photograph all subject matter as requested by The Couple during the booking, but no responsibility will be taken by The Photographers should the subject matter not be available or willing at the time of the booking, or due to other factors such as available time and/or location of the subject matter or The Photographer(s).

The Photographers movements are sometimes restricted due to, for example but not necessarily limited to, infrastructure, highways, weather, private property, obstacles (fixed and mobile), security, local law enforcement, emergency services and instructions from The Couple. The area from which The Photographers are able to cover the booking may not be The Photographers choice and The Photographers cannot accept responsibility for any obstructed view should this be the case. The Photographers shall endeavour to capture all the moments throughout the day as they occur, however, because of the dynamic nature of events, some moments might not be recorded.

6. FORMAL GROUP SHOTS

It is not The Photographer(s) style to take an excessive amount of posed formal group shots, the suggested recommended maximum being 30 minutes of time or 12 formal group shots. The Photographer(s) will work with The Couple prior to the wedding day to establish a list of required formal group shots and The Photographer(s) will work to this list on the day. Should this list not be able to be fulfilled due to reasons beyond The Photographer(s) control, then The Photographer(s) will not be held responsible. The Photographer(s) will always encourage wedding guests to make every effort to be visible in the formal wedding photographs, however, we cannot force individual members to ensure their visibility. Also, we will not accept responsibility should members of the wedding party or guests fail to be present during key shots. Please also refer to **Clause 5. Creative License.**

7. IMAGE SELECTION

After your wedding, duplicate, unsuitable and images that do not meet The Photographer(s) exacting standards will be culled (deleted). The remaining set of images will be those presented to The Couple.

8. WEDDING DAY SCHEDULE

If you make any last minute changes to the schedule of your wedding, then please make sure that we are informed immediately. We cannot be held responsible for shots that are missed due to uninformed changes.

9. WEDDING BREAKFAST PHOTOGRAPHY

The Photographer(s) do not normally photograph guests whilst dining, but of course will happily photograph the wedding breakfast speeches. Although The Photographer(s) will attempt to track progress of your wedding breakfast, depending on the venue, it may not always be possible to do so discretely. Therefore, on your wedding day we would politely ask you to inform us ten minutes before your speeches commencement or for other relevant important elements of your day.

10. DIGITAL IMAGES

For digital supply of images, license to print or share digitally such as on social media is granted to The Couple only. Please note that this is for personal use. Images cannot be used for commercial use or gain by The Couple or by any Third Party without the express written permission of The Photographer. The images will be supplied as a jpg file at a size and dots per inch format suitable for general use by The Couple.

11. DIGITAL IMAGES SAFETY

Once you have received your digital images please check that you can view all of the images provided. If you encounter problems reading the media, you must notify us within seven days. After this period we will presume you have managed to read the images and generate suitable backups. After this period it will be deemed safe for us to purge your wedding images from our system.

12. ALBUM DESIGN PROCESS (only applicable for albums ordered)

After the wedding, The Couple will be asked to list a given number of favourite images from your day. The Photographer will then design the album around these images. To facilitate the necessary flexibility required in the album design process, The Photographer cannot guarantee that all the selected images will be used. As The Photographer does not always mix b/w and colour images on one album spread, The Photographer reserves the right to decide on what images will be presented in b/w or colour. Once designed, The Couple will be presented with a set of proofs from which you can identify minor design changes. This process can be repeated twice free of charge. Any further iterations of the design process will be chargeable.

13. IMAGE RE-TOUCHING

The Photographer(s) do not normally cosmetically alter any images without prior request. If requested, The Photographer reserves the right to charge for re-touching work such as blemish removal, object removal or adjustments to clothes, etc. Rates provided upon request.

14. PRE WEDDING SHOOT

Where a pre-wedding shoot option has been included, normally The Photographer will work with The Couple to choose the location of the shoot. The Photographer reserves the right to charge travel expenses should it be outside of what is considered reasonable travel. Any expenses incurred such as parking, entrance fees, etc. will be covered by The Couple. Prints, frames, etc. from the pre wedding shoot are not included as part of your wedding package – but can be purchased separately.

15. POSTAGE COSTS

After your wedding, your USB and/or your album(s)/other products can be posted or hand delivered (at The Photographer(s) discretion) to The Couple. There will be no charge for delivering your product to a UK mainland destination, on the basis the charges or considered reasonable by The Photographer. Overseas postage will incur extra charges.

16. COPYRIGHT

The 1998 Copyright, Designs, and Patents Act assigns copyright to The Photographer. The Couple or other parties may not alter or copy the photographs taken under this agreement, or allow copies to be made photographically, electronically, or by any other means, unless permission is given in writing by The Photographer.

17. EXCLUSIVITY

The Photographer(s) shall be the sole professional (still) photographers at the venues specified. We do however positively encourage family, friends, and other guests to take photographs throughout the day. Notably however we will not be held responsible should your wedding guests with camera's, mobile devices such as tablets or phones, selfie sticks, etc. impede or block partially or fully any of our photography. Unless otherwise agreed in writing, still photography supplied by The Photographer(s) will take priority over videographers professionally hired or otherwise.

18. INDEMNITY

The Photographer(s) shall only be responsible for obtaining clearances in respect of third party copyright works, trademarks, designs or other intellectual property if this has been expressly agreed in writing before the wedding. In all other cases The Couple shall be responsible for obtaining such clearances and will indemnify The Photographer(s) against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

19. LIMITATION OF LIABILITY

- a. The Photographer(s) will use all reasonable skill and care in supplying the Goods and Services.
- b. In respect of Goods and Services provided to The Client(s) electronically, The Photographer(s) shall have no liability arising out of:
 - i. The colour accuracy of electronic digital data images downloaded or reproduced from digital files; The Client shall be responsible for checking and approving of the quality of all digital data images/ photographs provided by The Photographer(s) prior to printing.
 - ii. Corruption, distortion, partial or total loss of electronic digital data images from digital files provided by The Photographer(s); The Client(s) recognises and understands that according to the current status of technological development, error-free use of hardware, software and other user interfaces cannot be guaranteed.
 - iii. Degeneration of stored electronic digital data image quality, partial loss of stored electronic digital data image quality or total loss of electronic digital data images stored on digital files.

- iv. Electronic computer viruses introduced to The Client(s) hardware, software or other user interfaces by digital files provided by The Photographer(s). The Client(s) shall be responsible for ensuring that no electronic computer virus is transmitted to any computer, hardware, software, website, network or other user interface and The Photographer(s) shall have no liability whatsoever.
- c. Subject to (e) below, The Photographer(s) will not be liable for any consequential, indirect or economic loss (including, without limitation, loss of profits, opportunity or bargain), whether arising from breach of the Contract, any tortuous act or omission (including, without limitation, negligence) or breach of any statutory duty.
- d. Subject to (e) below, the liability of The Photographer(s) for any direct loss, whether arising from breach of the Contract, any tortuous act or omission (including, without limitation, negligence) or breach of any statutory duty shall be limited to The Photographer(s)'s fee for the Services and Goods in relation to which such loss arises; The Photographer(s) shall have no liability to re-shoot or otherwise provide any further Services and Goods.
- e. Nothing in these terms shall exclude, limit or be deemed to exclude or limit The Photographer(s)'s liability for death or personal injury caused by their negligence or the negligence of those for whom The Photographer(s) is responsible.
- f. All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Except in the case of death or personal injury caused by The Photographer(s)'s negligence, or the negligence of those for whom The Photographer(s) is responsible, The Photographer(s) will not be liable to the The Client(s) by reason of any representation, implied warranty, condition or other term, any duty or common law under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (whether caused by The Photographer(s)'s negligence or otherwise) which arises out of, or in connection with the Goods or Services.

The terms and provisions of their contract are in addition to all The Photographer(s) rights of general law, none of which shall be limited, in any way whatsoever. Failure, on The Photographer(s)'s part, to exercise, or any delay in exercising, any of The Photographer(s)'s rights shall not be deemed to be a variation of their or any subsequent contract, nor shall they adversely affects those rights in any way whatsoever. If any provision of their agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions of their agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties thereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

20. FORCE MAJEURE

In the unlikely event of total photographic failure, injury, sickness, or other event beyond The Photographer(s) control, their liability shall be limited to a full refund of all monies paid. The Couples statutory rights are not affected. The Photographer has full Public Liability, and Professional Indemnity Insurance.

21. HARASSMENT POLICY

Ensuring the appropriate behaviour of all guests and other persons at the wedding covered by Photographer(s) shall be the responsibility of The Couple. In the event the Photographer(s) experiences any inappropriate, threatening, hostile or offensive behaviour, or feels at risk to person or equipment, either from any guest, other person attending, or from persons in the vicinity of the wedding then the Photographer(s) reserves the full right to end wedding coverage immediately and leave the wedding, with the Couple being advised verbally at the time and a formal written advisement within 48 hours. The Photographer(s) shall be entitled to retain all monies paid and The Couple agrees to not hold the Photographer(s) responsible as a result of incomplete wedding photography coverage.

22. CANCELLATION

- a. If The Photographer(s) has to cancel this contract for reasons beyond their control, (death, injury, sickness, etc.), their liability shall be limited to a full refund of all monies paid. Services or products already supplied will however be considered when calculating the refund.
- b. Should The Couple have to cancel the contract, or forfeit their wedding photography coverage by not paying the balance due 30 days before the agreed wedding date, as compensation for loss of income for The Photographer the following charges apply as a percentage of the total fee due as presented in this contract at the time of the cancellation:

i)	60 days before the wedding date or less	100%
ii)	61- 90 days before the wedding date	75%
iii)	91-120 days before the wedding date	50%
iv)	120+ days before	£250.00 (booking deposit)
v)	120+ days before	£50 (album deposit - when applicable)
vi)	Pre wedding shoot completed	Charged at contracted rate
- c. In the event of The Photographer(s) taking another wedding booking for your cancelled or postponed date a refund of monies paid shall be made, with the following exceptions. A base rate admin fee of £250.00 is always applied and will be retained by The Photographer. Should any contracted pre-wedding shoot already be completed, this amount will be retained by The Photographer as payment for the pre-wedding shoot and will be valued at the amount agreed in the contract. Should monies be owed to the photographer as a result of the cancellation the couple will be notified and payment will be due within 14 days.
- d. Should the cancelled wedding turn out to be a postponement, then, subject to The Photographer(s) availability, all money paid may be applied to the new wedding. In this case, the total fees chargeable shall be The Photographer(s) rates at that time and will be due 30 days before the re-arranged wedding date. Should the new date not be advised to the photographer in writing within 3 months of the original date, then the wedding will be considered a cancellation and payments due in accordance with the cancellation charges above, taking the original booked wedding date as the reference date.
- e. Please note that any alterations made to the booking by The Couples once details have been confirmed may only be made at the discretion of The Photographer(s) and in some circumstances (such as the change of ceremony date for a wedding booking) The Photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances The Photographer(s) is not liable to compensate The Couples in any way whatsoever.

23. DISPLAY

The Couples hereby allow The Photographer(s) to display any photograph covered by this contract and to generally promote The Photographer(s) in advertising, brochures, magazine articles and other such material, in printed, digital and online media, providing that the images used are used lawfully and without damage to The Couple. Should it be a requirement that any images are not to be used for this purpose then please provide instruction in writing accordingly.

24. COMPLAINTS PROCEDURE

Please address any complaints to The Photographer(s) either by E-mail or letter. Should you wish to involve a 3rd party to arbitrate in any form, please advise with an agreement to assigned parties to be made in writing between all parties. In any instance we reserve the right to advise our insurers legal department of any formal complaint made against The Photographer, of which should the complaint outcome to be found in favour of The Photographer, any fees, expenses or recordable losses resulting from the complaint, (such as insurance excess payments), will be considered as liable to be paid by The Couple and reimbursed by The Couple to The Photographer in full within 14 days of the finding.

25. PRIVACY

The Photographer(s) may store The Couples name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of The Photographer(s).

26. GOVERNING LAW

Any contract made between Charter Photography Limited and The Couple shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

27. INSURANCE

The Couple are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.