

Terms & Conditions of Booking

In the following terms & conditions "the photographer" shall mean (Helen Whitaker) representing Helen Whitaker Photography. "The client(s)" shall be those persons defined as bride(s)/groom(s) within this contract. 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.

Securing your date

At the time of booking a non-refundable retainer of £350 is required. The non-refundable retainer detailed within this contract as well as full acceptance of the terms and conditions as defined within this document secures the time and services of the photographer for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The non-refundable retainer will be deducted from the total cost of the services provided when calculating the final balance due. Payment in full of the remaining balance will be due one month prior to the date of the wedding.

Postponement & Cancellation

If the client postpones the wedding, then subject to the photographers availability, all monies will be applied to the new wedding date. However the total amount charged will be at the rates which are in place at the time. If the newly requested date is not available, the postponement will become a cancellation by the client. The client(s) may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies paid as a booking fee. If the wedding is canceled by the client the following rates will apply. Cancellation between 2 & 5 calendar months of the wedding date, 50% of the remaining balance due will apply. Cancellation within 2 calendar months of the wedding date 100% of the remaining balance will apply. All cancellations must be made in writing (an email is acceptable).

Services

The photographer will edit and process the images captured during the wedding using editing software, the number of photographs provided cannot be guaranteed. Clients who have purchased digital files. The images will be delivered high resolution, suitable for printing and have no watermarks. Clients who have purchased an Album/Book. Albums/Books require the client to visit the photographers office in Wetheral, Cumbria where/when any decisions regarding the album/book design, weight and finish will be made and not be by email or telecommunication. Albums/Books should be ordered within 12 months from the date of the clients wedding. Albums/books ordered after this time will be subject to any price increase and/or change of style and finish passed on from the photographers current supplier or new supplier.

Wedding Arrangements

The details of the wedding arrangements (such as the time of the ceremony, speeches, first dance etc.) are to be agreed beforehand in writing (an email is acceptable). The client(s) shall notify the photographer of any changes to these details as soon as they are able to do so. The photographer cannot be held liable for delays or disruption in the delivery of a service arising from a change in such circumstances.

Images and Artistic License

The photographer shall be granted artistic license, and the photographer's judgment regarding posing, lighting, locations used, photographing and editing shall be deemed correct. The photographer will do their best to honor photographs requested by clients prior to the wedding day. However the photographer does not undertake to guarantee any specific photographs nor incorporate any specific location/ background. Also due to the willingness and availability of guest and the style of photography, no guarantee is given to photograph everyone present on your wedding day. The client will provide a family member/guest to round up those family members/ guests in the pre-arranged formal group photographs. All decisions made are in the best interest of the client(s) who will be given the highest quality selection from the images taken. The photographer will endeavor to provide a pleasing colour balance but cannot guarantee exact colour matching owing to the interference of artificial light sources and/or anomalous reflectance caused by a combination of certain dyes and materials used in man-made fibers. It is sometimes impossible to record on film or digital medium the exact colour as seen by the human eye. All images will be adjusted for exposure, brightness, contrast, sharpness, etc. in a style representative of the photographer's portfolio. The photographer's judgment regarding these corrections and the number of images provided to the client(s) shall be deemed correct. The photographer will not provide unedited RAW files to clients(s).

House Rules

It should be noted by the client(s) that photographers are often constrained by rules imposed by celebrants, registrars, ministers and venue management as to what can and cannot be done. As an example, the prohibition of flash photography and/or restriction of the photographer's movement. In such circumstances, the client(s) agrees to accept the technical limitations that may be imposed upon the photographer due to the equipment being used, a videographer(s) being present, and restrictions on the areas made accessible to the photographer. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Exclusivity

The photographer is to be the sole and exclusive professional photographer present on the wedding day. It is understood that wedding guests will of course wish to take photographs of the Bride and Groom, however, the photographer should be given precedence over guests in order to capture the wedding photographs required. The photographer cannot be held responsible for a lack of wedding photographs if guests taking their own pictures interrupt the photographer's work.

Copyright

British Copyright Law states that the copyright of photographs remains with the photographer, however for those clients who have purchased the images on USB or download the photographer hereby grants to the client a fully paid up, irrevocable and perpetual license to use the images in any format for personal, non-commercial purpose.

Display

The client(s) hereby provide the photographer with unlimited and irrevocable permission to display any photograph covered by this contract in order to generally promote the business in competition, exhibition, advertising, brochures, magazine articles, websites, social media, sample albums etc.

Attendance and Limitation of Liability

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In the unlikely event of the photographer being unable to attend your wedding due to unforeseen circumstances serious enough to result in the inability to supply the agreed services, liability is limited to a refund of any payments received. It is accepted that the photographer will make every effort to find a replacement photographer of a similar standard to provide coverage, however the photographer may not be held liable for any failure to procure the services of a replacement photographer. In the unlikely event of a technical failure with photographic equipment, cancellation of this contract by either party, or any other circumstance, the liability of one party to the other shall be limited to the total value of the contract.

Personal Accident

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at the said person's own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

Acceptance of Terms

The signatures below signify that the client(s) have read, understood and accept the terms defined within this contract.

Client 1

Print name _____

Sign _____

Date _____

Client 2

Print name _____

Sign _____

Date _____

Date of Wedding _____