



## Terms and Conditions for Michelle White Photography

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.

### **Booking Fee**

The Booking fee secures the time and services of the Photographer/s for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer/s due to cancellation. Cancellation less than 6 weeks before the wedding will result in the payment to be paid in full. All cancellations must be in writing. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time. This is not guaranteed.

### **Deposit and Payments**

A holding deposit is required to secure your date. This is a minimum of £200. Unless an offer at time of booking, in which this will be stated on your booking form. Your deposit is not refundable but in special circumstances can be transferred – For instance, on a date change if we have an available photographer.

The balance due after deposit payment is to be paid before the wedding date. No photographs to be taken or goods will be delivered until all payments due have been paid in full. Non-payment may result in withdrawal of service by your photographers. Prices may change with promotions or discounts. Please bear in mind clients can book up to 2 years in advance and once a booking deposit is paid that secures the total fee quoted. If the prices increase in the meantime any new bookings will pay the current prices. If the prices decrease after you have booked at a higher rate, then the higher rate still stands.

### **Travel, accommodation**

Car travel is charged at 40p per mile both to and from the venue outside the Peterborough area. All other travel costs, including flights and transfers to venues need to be covered and paid in advance by the client. For any booking locations over 1.5 hours outside of the travel areas stated above, accommodation will need to be provided for the photographers, by the client on the evening before the wedding. A double/Twin room is acceptable in a hotel of similar standing to that of a Premier Inn. (In most circumstances and in England predominantly, accommodation is only needed for the night prior to the wedding).

Michelle reserves the right to bring a companion at her own cost for overseas or out of area work.

### **Meals for Photographers**

Wedding bookings for a full day package are required to provide all photographers with a lunch/meal on the day of the wedding. Where possible please ensure our food is delivered at the same time of the guests to ensure we are ready before guests for the next part/event of the wedding day.

### **Display**

The Photographer/s may display any photographs included in this contract in his/her, web site, portfolio,

literature, display areas, exhibitions, competitions, Facebook, Twitter, advertising or slide shows. Michelle also reserves the right to provide suppliers and venues stock images from your wedding.

### **Images**

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

### **Images received**

When shooting it is possible for images to not always be captured clear enough to be included in the pictures that have been edited and sent to you, the client. Therefore, at times (albeit very rare) you may recall a photo was taken but not see it in your final album. Michelle does not withhold any images that are in focus and following post-production, come out to our standards. If an image fails to meet the standard, then it will not be in the final album. Final images can take up to 8 weeks to finish in peak wedding season. Although Michelle will of course aim for this to be less time.

### **On the day**

On the day of the wedding we will start predominantly with the bride unless both bride and groom are dressing in the same hotel as this allows itself to the two sets of "getting ready" photos. We will not drive to 2 separate homes or venues, unless discussed and agreed as this causes delays and can result in the photographer missing vital images or even the wedding due to traffic etc. With a full day wedding package Michelle will begin morning preparations 2 hours before the wedding ceremony time. Photography services will end in the evening approx. 20 minutes after the first dance. Any further photography needed will be charged at £120 per hour. Sunset photographs are only possible where a sunset happens. Michelle does not stay to ensure evening guests are all photographed as this is not always pleasant to begin this when guests have only just arrived.

### **Image Manipulation**

Image manipulation is available on photos and is limited to the addition of colour onto black and white photographs, together with some retouching, colour balancing, presets and editing. Only Michelle White has the authority to change the images – reproduce or edit the images in any way. Michelle White Photography will review all images from the wedding and edit those that are in keeping with the highest quality and style of Michelle White Photography's work. Michelle White Photography reserves the right to withhold any images not in keeping with their standards.

### **Free Goods**

If you have selected a package that has a free engagement shoot or other complimentary items, Michelle will do her best to honour those items. Engagement shoots are held on set days throughout the year and if you cannot attend one of these days then you forfeit your shoot. Michelle will not provide any replacement product for the engagement shoot. If you have been awarded a free shoot – a maximum of 2 adults and 4 children are permitted to the shoot. And a minimum of ten digital images will be provided digitally.

### **Reorders**

All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing. Please ensure you back up your images on your own computer or USB for safe keeping. Michelle cannot guarantee you will be provided another set of images in the future.

Although all images are kept for up to 5 years after the wedding. It is possible for hard drives to corrupt and damage over time.

### **Copyright**

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing. With our digital Wedding packages, we offer full printing rights for the images – this does not include using the images for resale – any personal or business marketing, for sale or usage in any other way than for personal use only. Only Michelle White Photography as the image owner has the right to use the material for publications and marketing for business.

### **License**

The Photographer/s shall be granted artistic license in relation to the poses photographed and the locations used. The Photographers judgment regarding the locations/poses and number of images taken shall be deemed correct. Sometimes due to the weather and the willingness of subjects it may not be possible to capture all the images requested.

### **Printing License**

These terms hereby declare that every client has full permission to print the images they receive on CD/DVD/USB.

### **Social Networking**

Any image the client receives can be publicised via social networking. I do appreciate reference to Michelle White Photography where possible. Michelle White Photography will at times publicise pictures taken from all bookings via their social networking sites unless requested not to do so directly by the client in writing.

### **Force majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. The photographers will have an idea of where photos can be taken – if the weather is too poor for outdoor photographs the majority will need to be taken indoors. If your venue is very badly lit or very dark, it can impact on the photos. We will do our best to avoid this at all times. Unfortunately, the weather can seriously impede on the range of images captured during a wedding – heavy rain and overly bright sunlight can cause problems in shooting. We strive to overcome such weathers but sometimes we will have to shoot indoors. It is advised you bear this in mind when booking your reception venue and always ask the venue for an indoor area for photographs.

### **Attendance**

Michelle White Photography is run and owned by Michelle Hardingham. Michelle hires in second shooter photographers who are all professional and have their own business too. Michelle reserves the right to assign any of the photographers she hires to photograph your wedding. The quality and style of the photography will be shot to a very high standard and all photographers have worked with Michelle on numerous occasions and fully respect and uphold to the Michelle White Photography style.

In the **unlikely** event of the Michelle being unable to attend your wedding due to unforeseen circumstances, Michelle reserve's the right to appoint another outside photographer from a preferred list of local female photographers to attend your wedding on her behalf to undertake the wedding photography to their best ability. In some circumstances Michelle may have to send a male photographer –

however the likelihood of this is very slim as she has a large database of female photographers available in the event of a serious problem resulting in no female photographers being available. To put your mind at rest each outside emergency photographer we use will shoot to the same standard as Michelle White Photography.

#### **Limitation of Liability**

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other 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.

#### **Cancellation**

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full if not already made.

#### **Negatives/Digital Files**

Negatives / digital files remain the property of The Photographers. No RAW files will be given to clients.

#### **Blinking**

Should the photographer notice that a member of the wedding party or guest has been seen to blink, the photograph will be taken again but it is impossible to guarantee to see all of them.

#### **Complaints**

Any complaints should first be raised by the Client with the Photographer/s in writing within 14 days from the date of receipt of images. In the unlikely event of an unresolved complaint the Client may request the Society of Wedding and Portrait Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

#### **USB Presentation**

USB'S may change over time during your booking. It may be that some are discontinued. You will be offered a choice of others. Michelle cannot ensure one you wanted at time of booking will still be available after the wedding.

Michelle White photography will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of KR Photography, without your prior consent

Finally, Michelle will do her utmost to provide you with a large number of images from your wedding and ensure she uses as much creativity as time, venue and weather permits.

#### **GDPR –**

**1. Personal Data Storage** - We hold details filled out by customers on their order forms and contracts of the weddings to be photographed. These details are only supplied to us by customers that make an order.

Other data we hold are images that are taken of the children/staff members in the setting we have visited.

There is no personal data linked to any images. They are identified by a designated image number, this is due to safe guarding and data protection. This applies at all stages of the process, including photographers not categorising/ organising by any held personal data.

**2. What data am I storing?** – My order forms ask for details such as the Customers Name, Address and Contact Number. Images held are of clients and their guests. It is up to you the clients to ask all guests attending your wedding if they do not wish to be photographed and inform me at least 30 days before the wedding. If I do not receive any information on anyone wishing to not be photographed, I am rightly to assume there is no issues.

**3. Why do I need your personal data?** – I need to be able to contact clients to post wedding USB's and albums to. I also need clients information to ensure the best possible service.

**4. When are the details no longer needed?** – I will discard your booking information 6 months after your wedding items have been delivered. Your forms will be destroyed.

We have read & fully understood the terms & conditions of this agreement a copy of which is attached and realise that this contract becomes effective immediately. We agree that cancellation rates will apply in case of any cancellation by us. By signing this document, we jointly agree that Michelle White Photography has the right to discuss the package with either party.

Name

Name

Sign

Sign

Date

Date