



Michelle White
Photography

MICHELLE WHITE PHOTOGRAPHY TERMS AND CONDITIONS - CONTRACT FOR WEDDING SERVICES.

This agreement is between: Michelle White Photography and the below Couple/Client.

Name 1 -

Signed:

Name 2 -

Signed:

Wedding Date:

Date of Signature:

ENTIRE AGREEMENT: These Terms and Conditions are the standard terms that apply to all wedding photography services provided by Michelle Hardingham of 74 vale Drive, Hampton Vale, Peterborough, PE78EP ("the photographer").

DEFINITIONS AND INTERPRETATION: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: "Booking" means your request to acquire our Services and our acceptance of your request "Contract" means the contract for the provision of our Services, incorporating our "Contract for wedding photography services" and these Terms and Conditions "Couple" means you, the people purchasing our Services. "Services" means the photography services provided by us the photographer. Unless the context otherwise requires, each reference in these Terms and Conditions to: "writing" and "written" includes emails, messages and similar communications; "we", "us" and "our" is a reference to the Photographer; "you" and "your" is a reference to the Couple;

CONFIRMATION: A signed "CONTRACT FOR WEDDING PHOTO SERVICES" and payment of the deposit are necessary to confirm the stated wedding services from the Photographer. The booking fee/deposit is due on booking in the date, to secure services and is non-refundable. The balance of the amount agreed is due at any date before the wedding date itself. Failure to pay this amount by the wedding date will result in the Photographer not attending or photographing the wedding.

PRE-WEDDING CONSULTATION: This normally happens one to two weeks before the wedding. The Couple will outline their day, timescales and what is required and the Photographer will advise on planning, and logistics, as well as photograph ideas we discuss prior.

CO-OPERATION: The Couple and the Photographer consent to happily co-operate and communicate with each other to achieve the best possible result within the understanding of this contract. The Couple will provide a full list of stages of the wedding which they would like included in the final gallery. The Photographer will do their best to capture what is asked, but anything not mentioned may not be captured. The Couple agree to give the Photographer sufficient warning of timings and positioning of the key events they wish including in the final gallery to ensure the Photographer has sufficient time to prepare (e.g. bouquet throwing, cake cutting, speeches, first dance etc.) Prior to or during the wedding, the Couple may inform the

Photographer of subjects which they would like photographed, but the final content of the gallery is at the discretion of the Photographer.

The Photographer cannot guarantee that all guests at the wedding will be included in the finished gallery. It should also be noted that not all guests at a wedding like being photographed. In such cases the wedding Photographer will use discretion but cannot be held responsible for a lack of such material. The Photographer cannot be held responsible for the way the room is dressed, if anything blocks the cameras view, ie flowers on the top table.

THE SCHEDULE: Our shooting schedule, style of working and experience are designed to achieve a great wedding gallery for the Couple, accomplished with good humour and enjoyed by all concerned. Both the Couple and the Photographer therefore agree that punctuality and cheerful cooperation are essential to producing outstanding results. In cases where the wedding does not run on time (for example, extreme lateness by the bride arriving to the ceremony) the V Photographer cannot guarantee to get normal photographs although in such circumstances the Photographer will do their absolute best to compensate. If you require the Photographer to stay longer than the first dance to capture some of the party, then this must be discussed prior to the wedding day. If the Photographer is required to stay longer than agreed, due to things outside of their control (for example first dance being delayed) there will be an additional charge for this where the time exceeds an hour, this charge will be the hourly rate in effect at the time.

The Couple agree to provide a break and a meal for the Photographer where the length of attendance exceeds four hours.

PAPARAZZI WEDDING GUESTS: Many guests will have digital cameras and will want to photograph the Couple. In the spirit of cheerful co-operation the Couple agree to give the Photographer precedence over guests in order to get the images required for the wedding services described above. The Photographer cannot be held liable for a lack of images or images of guests not wishing to be photographed.

The Photographer will endeavour to work with videographers, however cannot be responsible should this impact the Photographers ability to perform their services. The Photographer shall endeavour to reshoot parts where possible which may delay the day, or may instead be left uncaptured.

MAKE UP ARTISTS AND HAIR STYLISTS: The Photographer reserves the right to ask make up artists and hair stylists to stop filming or photographing for their social media if this is impacting on the planned images needing to be captured. If the times are running over, the x Photographer reserves the right to move things along.

HOUSE RULES: In some cases, the Photographer may be limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example, some ministers will insist that the Photographer shoot from a specific location. In such circumstances the Couple agree to accept the technical limitations that may be imposed on the position the Photographer is restricted to. The Photographer advises the Couple to make themselves aware of the rules of the venue(s) and if necessary, negotiate with the personnel concerned. The Photographer will not use flash during the ceremony unless lighting is very restricting.

DELIVERY OF FINAL GALLERY: The Photographer takes time and care in editing your photographs and will aim to get the first photograph previews back to the Couple within 48 hours. With the final gallery being due within a maximum of 15 weeks after the wedding date. The Photographer agrees to keep you posted regarding progress of the final images. If Bank Holidays and Christmas fall within that 15 weeks there may be a delay added to the delivery.

DIGITAL DELIVERY: Your final images will be sent via digital delivery on an online gallery accessible with a password. Images will be available to download from this gallery for 12 months. The Photographer recommends you download this gallery and store your images somewhere safe.

USB: If you have purchased or have a USB included in your package, your USB stick along with prints will be delivered to you via the post within 6 weeks of your online gallery being delivered. USB's are ordered as a batch lot throughout the year along with other clients too. The Photographer will check the USB functions correctly before positing it to you. However, USB does not work when you receive it, please notify us within 14 days of delivery. If there are problems with the USB you must return the original to us and we will issue a new copy only when the original has been returned. If you do not notify us of any problems within 14 days of delivery, there will be an extra fee to replace the USB.

COPYRIGHT LAW: English Copyright Law states that the copyright of photographs remain with the Photographer. The Photographer grants the Couple permission to make copies of the photographs. Selling, publication or any commercial use of the photographs is not allowed without prior written permission from the Photographer.

COOLING OFF PERIOD: As consumers, you have a statutory right to a cooling off period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date. If you wish to cancel the Contract within the cooling off period, please inform us immediately. You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

If you cancel within the cooling off period, you will receive a full refund of any sums already paid to us under the Contract.

If this is a last-minute booking, and the shoot is due to take place within the cooling off period, you must make an express request for this to happen. By making such a request, you acknowledge and agree to the following:

If our Services are completed within the 14 day cooling off period, you will lose the right to cancel once the Services are completed;

If you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total booking fee and the actual Services already provided.

Any refunds due will be made within 14 days, using the same method you used to make the payment, unless you request otherwise. In any case, you will not incur any fees as a result of the refund.

LIMIT OF LIABILITY: The Photographer has public liability insurance. Details available on request. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result

of our negligence (including that of any of our employees, agents or sub-contractors). Under no circumstances will we be liable to you for any consequential or indirect loss, loss of profit, loss of business, emotional or otherwise. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of any of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation. If a Photographer is too ill or becomes injured, and cannot supply the wedding services specified above the Photographer will try to book a replacement wedding photographer. If a replacement photographer cannot be found then liability is limited to a refund of the booking fee. The Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and that the Photographer's liability is limited to the refund of the booking fee paid under this contract. Neither party shall be liable for indirect or consequential loss. The Photographer has working methods in place to prevent the loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE): We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, epidemic or other natural disaster, or any other event that is beyond our reasonable control.

TRAVEL AND ACCOMMODATION: Car travel is charged at 45p per mile both to and from the venue 5 miles outside the Peterborough area. All other travel costs, including flights and transfers to venues need to be covered and paid in advance by the couple. For any booking locations over 1.5 hours outside of the travel areas stated above, accommodation will need to be provided for the Photographer, by the couple 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). The Photographer reserves the right to bring a companion at her own cost for overseas or out of area work.

How We Use Your Personal Information (Data Protection) All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments to them.

Client Feedback and Complaints We welcome feedback from our clients and, whilst we always use all reasonable endeavours to ensure that your experience as a client of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. We will use all endeavours to remedy problems with our Services as quickly as is reasonably possible and practical. If you wish to contact us about any aspect of your dealings with us, please contact us in the first instance, in one of the following ways:

- In writing, to Michelle Hardingham of 74 Vale Drive, Hampton Vale, Peterborough, PE78EP

- By email, addressed to info@michellewhite.co.uk.

Other Important Terms

You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.

The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will still be valid and enforceable.

No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

Law and Jurisdiction These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute between the parties relating to these Terms and Conditions shall fall within the exclusive jurisdiction of the courts of England and Wales.