



Wedding Photography Agreement

TERMS AND CONDITIONS FOR WEDDING PHOTOGRAPHY SERVICES

In the following Terms & Conditions "the photographer" is darren musgrove photography. "The client(s)" shall be those persons defined as bride(s) and groom(s) in the wedding booking. 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 / Deposit Payment

A Date Secure fee of £250 or £200 (dependent on option) as well as full acceptance of the terms and conditions as published 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 deposit fee will be deducted from the cost of the client's final balance due. Payment in full of the remaining balance will be due one month before the wedding day. 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. If the full balance is paid when the initial booking is made, and a cancellation occurs, the client shall be refunded. The £250 or £200 (dependent on option) deposit fee may be retained, by agreement, if the amount of work carried out by the photographer is deemed to have been money earned. Once a deposit is paid these Booking Fee terms are fixed.

Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer but in doing so may forfeit the date secure fee. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due (or retained if full payment already made) as the agreed loss of earnings. All cancellations must be in writing.

Wedding Arrangements

The details of the wedding arrangements are to be agreed in writing before the wedding day. A checklist will be sent to you for completion, so that we can obtain the required information. This should be returned before the wedding day. (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledged in writing.

Images

All image sizes are nominal. The Photographer 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.

House Rules

For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. 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. This also includes the positioning of guests that inadvertently hinder the view of the photographer in order to get their own photos.

Cooperation

The photographer will make every effort to obtain photos of everyone present on the day. However, this does rely on the cooperation of the guests accepting that the role of the photographer is to obtain photos of them. The photographer relies on the acceptance and cooperation of individuals to have their photos taken. The photographer will not be held responsible for the lack of photos of any individual where every effort has been made to document the event as a whole. Likewise, guests who are not included in group photos where the client(s) preferred they would be included as a result of non-cooperation, the photographer will not be held responsible.

Retouching/Editing

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. darren musgrove photography will have full artistic licence and style of editing, including the choice of what shall be colour, and what shall be black and white. Any reasonable request to have the colour or black and white version of any particular image will not be refused. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct.

Copyright

The copyright Designs and Patents Acts assign the copyright of the images to the photographer. 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 in writing. (Applicable to any commercial usage, permission is required)

In simple terms, your wedding photos are for your private use only, to show and print as you wish. Permission is required if third parties (other suppliers you used for your wedding for example) approach you to use any of your wedding photos for their own use. This is not allowed unless it is ok with the photographer.

Licence

The Photographer(s) shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

Force Majeure or Act of God

i- If Photographer cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic, action of any governmental authority, national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to The Photographer's illness or injury, whether or not foreseeable ("Force Majeure Event"), then The Photographer will give notice to the Client as soon as reasonably practicable after The Photographer determines that a Force Majeure Event will or may prevent them from performing under this Agreement. The Photographer shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but The Photographer may, at their discretion, work with the Client to find an alternative date for the Event that is suitable to both Client and The Photographer. To the extent the Parties cannot agree on a suitable replacement date consistent with The Photographer's availability, The Photographer may also, in its sole discretion, refund fees paid to Photographer under the Agreement, less any amounts necessary to cover expenses and work (based on time spent by Photographer) already performed by Photographer related to the Event, including, but not limited to, pre-wedding communications, development of timelines, and preparation of gear for the Event (the "Refund Amount"). In the case of a Force Majeure Event, Photographer shall have no additional liability to Client with respect to this Agreement beyond that described in this Section and below.

ii- In the case of a Force Majeure Event that impacts the The Photographer individually, but does not otherwise impact the Event, including, but not limited to, illness or injury to Photographer, The Photographer shall make reasonable efforts to suggest a replacement photographer for the Event. Should Client not accept a replacement photographer selected by The Photographer to perform Photographer's obligations under the Agreement, The Photographer shall seek to refund the client and shall have no further obligation to perform under the Agreement.

iii- Client understands that The Photographer works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Client further understands and agrees that The Photographer shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or The Photographer's participation in the Event would violate a Governmental Order. Client also understands and agrees that The Photographer is not obligated to continue to perform under this Agreement if The Photographer's personal safety or well-being has been or will be compromised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

Harassment

The Clients acknowledge that they are responsible for ensuring appropriate behaviour by their guests, wedding party, and other vendors. In the event that the Photographer identifies any inappropriate, threatening, hostile, or otherwise offensive behaviour directed at them, their assistants, or their equipment, Photographer reserves the right to end coverage of the events, retain all fees paid by the Client, and hold no further responsibilities to the Clients.

The photographer agrees to notify the Clients of any of the above listed behaviours, and give them an opportunity to correct such behaviours, or remove the offending individuals from the venue prior to ending event coverage.

Attendance

In the unlikely event of the assigned Photographer (darren musgrove) being unable to attend your wedding due to the most unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

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.

Personal Accident

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

Privacy Policy-Clients and Wedding Guests captured in photos

Under GDPR legislation, a photograph may in some instances constitute a form of personal data where they can be processed to allow "the unique identification or authentication of a natural person". darren musgrove photography will never photograph an individual as a means of unique identification or authentication unless consensually contracted to do so. Guests at weddings appear in photos taken by the photographer as a part of the visual recording of the event in photos. Guests captured in portraits or in group photos do so as part of the event and their rights are protected by darren musgrove photography as detailed in this privacy policy.

In terms of explicit GDPR compliance, Wedding clients and guests are photographed within the parameters of GDPR legislation on the basis of 'legitimate interests'. The taking of photographs of wedding guests when viewed as a form of processing personal data is necessary for the legitimate interests of darren musgrove photography as a photography business unless there is a good reason to protect a given individual's personal data which overrides those legitimate interests. Operating within the parameters of legitimate interests as laid out in GDPR legislation, the disproportionate effort involved in providing privacy policy information to all wedding guests at the event and the degree to which it would distract us from performing our job renders it infeasible to do. Wedding clients are therefore requested to direct their guests to read this privacy policy in advance of the event and to advise them to contact us in advance with any concerns around the processing of their personal data, namely being photographed.

Social Media Policy & Usage

We adopt a safe and responsible social media Policy. While we may have official profiles on social media platforms users are advised to verify the authenticity of such profiles before engaging with or sharing information with such profiles. We will never ask for personal details on social media platforms. Users are advised to conduct themselves appropriately when engaging with us on social media.

Display of Images

We may display photographs to promote darren musgrove photography on our website and blog, on social media, on wedding blogs, on wedding photography related websites, in exhibitions, in advertising, brochures, magazine articles and other such material, providing that the images used are used lawfully and without damage to the photographer's client(s). The rights of the people captured in these photographs are protected by darren musgrove photography as detailed in this privacy policy. Clients will be giving their permission for this as part of the contractual agreement upon signing, but at the latest should make their preference known before any work is undertaken.

Withdrawal of consent

Anyone photographed by the photographer, whether a client or wedding guest, and whether past or current, may withdraw consent for a photograph in which they appear to be displayed. The process for this is to email darren musgrove photography specifying the photo in question. Pursuant to the request, we will then remove the photo from online and printed display wheresoever it appears at the earliest opportunity.

Turnaround Time

From Wedding Day to completion and delivery of images and other products, we aim for about 4 weeks. During busy periods where 4-5 Weddings are being covered during a month, completion and delivery time can vary from 6-12 weeks.

Archive

We will allow your wedding photo album to be available online for download purposes for a 12-month period. After which time it will be archived/stored digitally. If you then require access to download it again there will be a £250 access and re-uploading fee.

Please Keep your USB safe and backed up at all times.