

GENERAL TERMS AND CONDITIONS

INTRODUCTION

The contract is in force from when you pay your booking fee with the intention of paying Altered Images Photography Limited (Altered Images) for photographing your wedding on your chosen date. You are required to return the contract date and with both partners' signatures. Failure to return the signed contract does not however invalidate the contract nor absolve you from the acceptance of the Terms & Conditions laid out in it.

GENERAL TERMS AND CONDITIONS

1. COPYRIGHT:

The Copyright Designs and Patents Acts assign the copyright of the images to the photographer(s). "The Client" may reproduce, copy and distribute the photographs for personal use only. This is known as a "license to print."

The client is not authorised to copy and / or pass any photographs or derived products to any third-party person and / or organisation for commercial use without first gaining permission in writing from the copyright owner (The photographer). This includes other vendors booked by the client for his or her wedding.

[WHAT THIS MEANS: Please don't give my images to any of your wedding suppliers without asking my permission first. The copyright of those images belongs to me; I give you a personal license to print and use for non-commercial use only.]

2. DISPLAY

The client(s) hereby allow(s) the photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing the images used are used lawfully and without damage to the client(s).

[WHAT THIS MEANS: You allow me to use your images for my marketing. I promise NOT to use images of you that may be embarrassing or that will cause you upset.]

3 LICENSES, COVERAGE AND REPRODUCTION

- a) The photographer shall be granted artistic license in relation to the poses photographed and the locations used. The photographer's judgment regarding the location, poses and number of photographs taken shall be deemed correct. The photographer will not be held liable for photographs that do not, for whatever reason, meet the photographer's quality criteria and are not shown to the client.
- b) Photographs taken during the event will be at the discretion of the photographer although every effort will be made to comply with The Client(s) requirements.
- c) The photographer shall endeavour to photograph all individuals as requested by the client(s) but no responsibility will be taken by the photographer for any omissions.
- d) For a booking involving a church ceremony and at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer can 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. The use of artificial lighting (flash) may be restricted or prohibited. The photographing of parts or the whole ceremony may be restricted or prohibited.
- e) The photographer shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons.

- f) Where the client provides a list of photographs to be taken it is incumbent upon the client to ensure the list is in an order that is logical and manageable within time constraints and venue restrictions. Clients are advised to think carefully about any photograph list.
- g) Please note that any alterations made to the booking by the client(s), once details have been confirmed, may only be made at the discretion of the photographer. In some circumstances (such as the change of ceremony date for a wedding) the photographer may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer is not liable to compensate the client(s) in any way whatsoever.
- h) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly in print.
- i) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colours may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- j) Due to the limitations of computer monitors it is understood that (1) images appear differently per the specification of each monitor (2) prints will not match images rendered on any computer monitor.
- k) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer. Print sizes are at a ratio of 3:2. Other ratios for photographic print sizes may require re-sizing by the client at the time of ordering.
- l) All equipment is checked regularly and maintained fully. Backup equipment is taken to all events. Although all reasonable steps are taken to avoid failure the photographer will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- m) Where images are made available for use with a personal computer the default operating system shall be latest Apple Mac OS X and Microsoft Windows operating systems. Products may not function on other or earlier operating systems.

n) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

[WHAT THIS MEANS: I can't be in every single place at every time. I may miss something. I may not be allowed to photograph something. I make the final decision on locations, content, poses, style etc. of the images. If you provide a list I will stick to it where reasonably practical. Printing at supermarket may not look as good as prints produced by us. I'll make sure that my camera kit works – but occasionally and very rarely technology breaks down and I can't be held responsible for that.]

4. PRICES

a) All standard photographic services and optional extras specified in this contract and paid for in full before the wedding are supplied at the prices ruling on the date of signing of the contract. Optional extras not paid for in full before the wedding, are supplied at the prices ruling at the time of receipt of the order.

b) The client(s) will be liable to pay any additional expenses incurred by the photographer(s) not already included within the contract price. This includes for example access fees charged by some venues, and dispatch of prints, discs, albums, and other products to non-UK addresses.

c) Travel expenses (other than included in the contract summary) need to be covered at full cost before the journey takes place.

[WHAT THIS MEANS: Price is fixed at the time of paying the booking fee. If it's not included in the contract and it costs extra – you pay.]

5. PAYMENTS

a) A booking fee for the amount specified in your contract summary (paid by cash, cheque, credit or debit card, Paypal or online bank transfer) along with a completed contract will confirm your booking. The booking fee forms part of the total cost of your Package (i.e. it is NOT in addition to the cost of the plan) and is deducted when calculating the final balance due. The booking fee secures the photographer's services

for the day and is non-refundable in any event. If the booking was not made at our premises, then there will be a “cooling off period” of 14 full days after payment is made. A full refund will be made during this period if the Client(s) decide to cancel.

The photographer will decline any other enquiries for the date upon receiving this fee. The booking fee is payable within 5 working days from the date of booking. After this time the reservation will be automatically removed and the date will become open for booking.

b) The photographer will send out final invoices by email (ensure our email address is added to your contacts to avoid emails going to spam) 6 weeks prior to your wedding date.

c) It is the client’s responsibility to ensure payment for any outstanding balance is paid in full NO LATER THAN FOUR WEEKS prior to the contracted date.

You MUST allow sufficient time for cheque clearance. Non-receipt of the full balance by the due date will be deemed as cancellation of the contract by the client(s).

d) Failure to pay four (4) weeks before the date of your wedding will be deemed a breach of contract and result in The Photographer not attending your wedding.

e) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing and rendering of images, high-resolution digital files, high-resolution long-term galleries, and any other services ordered after the event.

f) Title to all goods remains with Altered Images until paid for in full by the client(s).

g) All the cheques should be made payable to Altered Images

[WHAT THIS MEANS: The booking fee confirms your date. The booking fee is NOT refundable in the event of a cancellation. Please pay the booking fee promptly or you could lose your booking. Please pay the final invoice on time or it will be a breach of contract and I won't turn up.]

6. COMPLAINTS

Any complaints must be received in writing within seven (7) days of receipt of products purchased (including digital products). This includes photographs, discs, albums, frames and any other special services that have been agreed.

[WHAT THIS MEANS: Tell us what you are not happy about and we will do all we can to resolve this.]

7. FORCE MAJEURE

- a) The due performance of the contract is subject to alteration or cancellation by the photographer owing to any cause beyond their reasonable control (e.g. sudden illness/injury/victim of crime, flooding etc).
- b) The photographer may contact other photographers if he/she cannot attend your booking due to clause 7a. However, it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.
- c) In the event of cancellation by the photographer, or in the unlikely event of total photographic failure the photographer's liability shall be limited to a full refund of any fees paid.
- d) If the weather is such that taking the agreed photographs becomes impossible or the guests will not cooperate then the photographer will try to obtain photographs indoors as reasonably practicable but larger group photos may not be possible.

[WHAT THIS MEANS: Things happens. We'll do our best to photograph your wedding.]

8. LIABILITY FOR DIGITAL FILES AND PRODUCTS

- a) The digital files shall remain the property of the photographer and shall be kept by them for not less than 12 months from the wedding date.
- b) Should the photographer fail to complete the agreed order due to technical failure, the Client will be fully reimbursed of all fees paid. No refund will be made for digital files already supplied. No refund will be due for any digital files lost, damaged, or destroyed after 12 months from the date of the wedding.
- c) All orders should be placed with the photographer before the end of a 6-month period following the wedding unless otherwise agreed in writing. The photographer will not be liable for failure to produce any orders placed after this time.

d) Any pre-paid product credits (e.g. for albums and prints) not utilised by the clients within 6 months of the date of the wedding will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer and forwarded by standard Royal Mail to the last known address of the client(s).

e) It is your responsibility to inform the Photographer of changes to address.

Additional reproduction and postage charges will apply if you do not inform the Photographer of your change of address.

[WHAT THIS MEANS: If you lose your photographs then I may charge for a digital copy. If you move address let us know. Your album or products could go to the wrong address]

9. LIABILITY FOR CLIENTS PERSONAL EFFECTS / BELONGINGS

a) It is the client's responsibility to take care of and look after his or her own personal effects and belongings. The Photographer does not accept liability for items left with The Photographer for any reason. Any items left with The Photographer are left entirely at your own risk.

b) The photographer may suggest suitable and reasonable arrangements for photographs to the client and it is assumed the client accepts liability for those photographs should the client agree to the photographer's request.

c) The client accepts liability for the photographer's health and safety whilst the photographer is working in client homes. (This includes but is not limited to the homes of family members). Where the photographer feels unsafe, personally uncomfortable or assesses the risk to be unacceptable, the photographer will inform the client and give reasonable time for the issues to be resolved. If the issues are not resolved the photographer reserves the right to leave immediately without further notice.

d) The client will advise all venues if necessary that they are responsible for the photographer's health & safety and the photographer will take all reasonable and sensible precautions whilst on the premises of other suppliers / venues etc.

[WHAT THIS MEANS: We will not look after purses, bags etc whilst trying to take photos and we will only work in a safe place]

10. CANCELLATION FEES, DATE AND PACKAGE CHANGES

a) If the Client(s) should have to cancel a booking, the booking fee cannot be refunded. If the cancellation is made less than 28 working days prior to the wedding date the full-service fees not including cost of physical products (such as usb, albums etc) will not be refunded.

All notice to cancel must be given as soon as possible; a telephone call (including voice mail) is acceptable to inform The Photographer as soon as possible; however, this needs to be confirmed in writing.

b) The Client(s) may change the date booked providing the new date is available. No additional charges apply and written consent is required. If the new date is unavailable, the Client(s) will need to cancel their order with us.

c) The Client(s) may upgrade or downgrade the package at any time. No additional charges apply and written consent is required. The Client(s) must pay the difference between the amount already paid and new amount due. Conversely, overpayment will be reimbursed.

11. PLACING AN ORDER AND RECEIPT OF GOODS

a) Any alterations to orders must be notified either by phone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the order being placed. The photographer will not be held liable for any costs incurred due to alterations to the order made by the client after this time. Email is not a reliable method of notification due to the unpredictable operation of message scanners. You **MUST** request and receive a confirmation by email if you choose to use this method.

b) We will try to give you an estimated production time and estimated delivery date. Please note that autumn is the busiest period for album production and times are longer than in the spring.

c) Following the receipt of any orders, errors, shortage or damage, the photographer must be advised within three working days as mistakes cannot be rectified after this period.

d) Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

12. PRIVACY

Altered Images may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

[WHAT THIS MEANS: I won't pass your information to anyone...]

13. GOVERNING LAW

a) Any contract made between the photographer and the client(s) 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.

b) You agree to the Terms & Conditions of this contract once your booking fee has been paid.

[WHAT THIS MEANS: Contracts are legally binding.]

14. INSURANCE

Altered Images have fully liability insurance to cover any losses caused by the photographer. The Client(s) are hereby advised to take out an insurance policy to cover any losses they can be made accountable for.

[WHAT THIS MEANS: If you have bills for your wedding and the wedding cannot take place Wedding Insurance pays these instead of you. Get Wedding Insurance.]

15. MEALS AND REFRESHMENTS

The photographer does not request any meals or refreshments however the photographer will require none contact time with the wedding party after a period of four hours for refreshments.

[WHAT THIS MEANS: I need to take a break usually during the wedding breakfast to recharge my biological batteries and refresh]

16. ON THE DAY

a) The photographer is the only authorized photographer for the day. Other professional photographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by parents, contracted by magazines or newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients.

b) The photographer will not object to guests taking photographs for their own pleasure but no other person should take photographs for promotion of any business or financial gain, including other suppliers.

c) An inconsiderate guest can wreck the photographic record of your special day. Coverage may be cancelled without warning at the discretion of the photographer if the photographer feels threatened or has reason to believe that equipment may be damaged or stolen.

[WHAT THIS MEANS: I'm THE ONLY PHOTOGRAPHER. No one else. Not the DJ. Not the video guy. Not the photo-booth guy. Me. Guests are fine – other suppliers are not fine.]

17. DELIVERY TIME FRAMES

- a) Online gallery of wedding photographs usually next day but in certain circumstances may be up to 7 days.
- b) Dispatch of USB memory stick with wedding photographs will only take place once one of the two wedding partners confirms that both parties are happy with the photos seen in the online gallery. A form requiring a digital signature will be sent shortly after the wedding.
- c) Prints and canvas prints 14 – 21 days
- d) Album design 14 days from receiving your wedding photograph choices
- e) Wedding album alterations - 2 weeks.

- f) Printed Wedding Albums & Parent Books 6-10 weeks after approval from yourselves

During summer wedding season please allow 5 days extra for busy periods; although we will attempt to meet the 3 weeks' maximum for delivery of your wedding photographs.

[WHAT THIS MEANS: We are fast, but orders take time to process and deliver. We will not send digital files or printed material without first receiving your approval and authority]

18. WEDDINGS WAITING COMPLETION

You have 6 months from the date of your wedding photographs being online to choose your favourite wedding photographs for your wedding album and send those to Altered Images. If this needs extending to 12 months, please let us know. It becomes more difficult as the photographs will need to be selected from the usb provided.

If by the 12-month period the selection has not been made, the studio will make its choice of wedding photographs from your wedding, design your wedding album, print your wedding album and deliver your wedding album and these choices will be deemed correct.

Should circumstances not make it possible to complete choices then it is the responsibility of the Client(s) to advise the photographer and request more time.

[WHAT THIS MEANS: Choose your photos quickly for your album and you will get your album quickly. Delay about choosing and we will make the choices to the best of our ability]

19. REPLACEMENT PRODUCTS

Where the client's wedding package includes copies of all edited images (wedding or pre-wedding) for personal use on either a CD ROM / DVD or USB Memory Stick clients are advised to make a backup copy.

Reproduction of such images will incur further charges to cover costs (time, materials, postage etc) at the prevailing rate at the time of request.

20. ALBUM DESIGN

Every effort will be made to accommodate specific requests for album design and layout by the client however the final artistic decision lies with the photographer.

Up to twenty individual alterations can be made to the initial wedding album design at no cost. We most strongly recommend that the Client selects a layout style before any design work is started.

Thereafter a charge of £10 per requested alteration to the wedding album will be accrued by the client(s) for any further digital work.

The album will not be sent to print unless any outstanding balance from the changes have been settled and a clear request to print has been received by us.

[WHAT THIS MEANS: Think about your album choices. If you can't make a decision it will cost you money..]

21. IMAGE MANIPULATION

The Photographer will apply a range of standard image manipulation techniques to the client's wedding photographs. This includes, but is not limited to skin smoothing, eye brightening, sharpening and Black & White conversions.

Photographs will not be manipulated or altered before the Client(s) select the photos required. The photos will all be optimised (exposure and some colour correction) only before proofing. No photos will be altered in any way unless alterations are requested.

The client shall not be charged for the removal of features that are not normally present. This includes but is not limited to items such as stress spots, cold sores and shaving heat rashes. It does not include clutter in rooms etc or replacing backgrounds.

There will be no charge for digital alterations requested for photos which will be used in any printed products ordered from Altered Images. Alterations where requested will be carried out if possible and reasonable. These include but not limited to figure enhancing, tattoo removal, obtrusive object removal etc.

Wherever possible the photographer will attempt to avoid distractions in the background; however, the nature of weddings and wedding photography makes this hard to achieve. Where possible background objects will be removed if requested and reasonable.

The photographer reserves the right to refuse requests for any photo manipulation where, in the opinion of the photographer, the requests are excessive or may cause offense. Extensive alterations will be charged for and an estimate for altering photos beyond what the photographer considers reasonable will be provided before work is carried out.

Non- extensive alterations to photos in digital only orders will be limited to 50 photographs.

[WHAT THIS MEANS: I will do my best to edit photographs as you request but I cannot make the impossible possible. I will not remove tattoos or straighten noses etc unless you ask me to. Please ask me to – it is no problem – I will let you know if it is not possible or requires extensive work. There is no cost for alterations to selected photos for print. Further alterations cost £65.00 per hour which may mean two photo edits.]

PACKAGE DETAILS

Please see the Estimate for a breakdown of items ordered and costs.

I confirm that I have read the Terms and Conditions. I have the authority to accept these Terms and Conditions on behalf of all parties involved. I accept and agree to the Terms and Conditions laid out in this document.