

## Andrew Box Photography - Terms and Conditions

1. Copyright: The Copyright Designs and Patents Acts assign the copyright of the images to the photographer(s). It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, by computer, or internet or otherwise, by any person or machine other than by the photographer(s) or their appointed agents.
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 that the images used are used lawfully and without damage to the client(s). Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it is impossible to prevent determined persons from accessing these galleries.
3. License, Coverage and Reproduction:
  - a. The Photographer(s) 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.
  - b. Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements.
  - c. The photographer(s) shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out.
  - d. 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(s) is able to cover the ceremony may not be the photographer(s) choice and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate official.
  - e. For a wedding or other event booking the photographer(s) 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. 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(s) and in some circumstances (such as the change of ceremony date for a wedding) the photographer(s) may be unable to accommodate these alterations due to a conflict of commitments.

Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever.

- g. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour 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.
- h. Due to the limitations of computer monitors it is understood that (1) images appear differently according to the specification of each monitor (2) prints will not match images rendered on any particular computer monitor. The monitors used by the photographer (s) for final image editing are all colour profiled and checked weekly for accuracy of colour. Clients should be aware that certain lighting conditions and materials will cause colour to be recorded differently. Where possible we will attempt digital correction of this.
- i. All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s).
- j. Although all equipment is checked regularly and backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- k. Where images are made available for use with a personal computer the default operating system shall be Windows. Products may not function on other or earlier operating systems.) 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.

#### 4. Prices:

- a. All standard photographic services and optional extras specified on the Booking Form 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. Completed albums will be made available to collect from The Chair Works, Morrison Street, Castleford. Typical insured postage cost for an album is £30.

#### 5. Payments:

- a. A non-refundable deposit of at least 25% (paid by cash, cheque, credit / debit card) will confirm your booking. By paying the deposit you are agreeing to the terms and conditions laid out in this document. The deposit forms part of the total cost of your Plan (i.e. it is NOT in addition to the cost of the package) and is deducted when calculating the final balance due. The deposit is refundable during your 14 day "cooling off" period. The deposit cannot be transferred to other services offered by Andrew Box Photography. Payment for the balance

is due in full 5 weeks prior to the contracted date. Once final payment has been made all monies are non refundable at the discretion of the photographer.

- b. All additional goods must be paid for in full on ordering. This includes extra prints, albums, high resolution digital files, and any other services ordered after the event.
  - c. Title to all goods remains with Andrew Box Photography until paid for in full by the client(s).
  - d. Payments are welcomed by Cheque, cash or credit/ debit card with no additional fees for any method. However in the event of a failed cheque clearance the client will be liable to pay an admin fee of £30 to cover additional bank costs and re-submission time.
6. Force Majeure:
- a. The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g. sudden illness/injury/victim of crime, flooding).
  - b. The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 6a). 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(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) – the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.
7. Liability for Digital Files and Products:
- a. The negatives and digital files shall remain the property of the photographer(s) and shall be kept by them for not less than 12 months from the wedding date at one site.
  - b. Should negatives and digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a refund of fees paid, but shall not include a refund for any goods already supplied or capable of supply at a quality deemed acceptable by the photographer. No refund will be due for any negatives or digital files lost, damaged, or destroyed after 12 months from the date of the wedding.
  - c. All orders should be placed with the photographer(s) before the end of a 6 month period starting at the wedding date unless otherwise agreed in writing. The photographer(s) 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 12 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(s) and forwarded by standard Royal Mail to the last known address of the clients.
8. Cancellation / Change of date fees:- If The Client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

- a. Cancellation after 14 days from the booking date and more than three months to go until the wedding date, the non-refundable deposit – see clause 5a above.
  - b. Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked, but no charge for any optional extras (unless you were advised otherwise at the time of booking).
  - c. Where the photographer(s) are able to rebook the date with an equivalent booking, then the cancellation fee may be reduced to the non-refundable deposit only and any additional cancellation fees already paid may be refunded accordingly.
  - d. Where the client wishes to change the date of the wedding, provided that the wedding is more than six months away the client may request a date change with no additional cost incurred. Date change requests made within six months of the booked date will be subject to an additional cost of £100. Date change requests received with less than three months to the originally booked wedding date will be subject to a rebooking fee equivalent to the deposit originally paid. Where the new wedding date is available the client may change their originally booked date provided the photographer does not envisage the new date detracting from the level of service of existing bookings close to that date.
9. 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(s) 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. Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.
10. Privacy: Andrew Box Photography 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.
11. Governing Law: Any contract made between the photographer(s) 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.
12. Insurance: The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation. Andrew Box Photography is insured for public and employer liability and also Professional indemnity insurance. Copies of liability insurance certificates are available should your venue wish to hold a copy.
13. On the day:
- a. The photographer is the only authorised 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), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients.

- b. The photographer is contracted to shoot all photographs relating to the event and no other person is permitted to shoot images for sale unless agreed in writing before the day. Other wedding vendors e.g. a videographer may not shoot stills other than a small quantity to illustrate the video packaging. Breach of this condition shall be deemed cancellation of the contract by the clients.
- c. An inconsiderate guest can wreck the photographic record of your special day and we will speak with the guest, wedding couple or coordinator if appropriate. 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.