

Rob Chidgey Photography - Wedding Photography Terms & Conditions

What you can expect from RC Photography:

RC Photography will consult with you as the clients prior to your wedding to review any requests with regard to desired images, go over the timeline for your wedding, and if possible view the venue in advance of the day.

On the day of the wedding, RC Photography will arrive at the contracted starting time, provide photography services throughout the day, concluding services at the agreed on time, unless you as the client and RC Photography agree to extend services at the rate of £50 per hour.

RC Photography will review all images from the wedding and edit those that are in keeping with the highest quality and style of RC Photography's work.

RC Photography reserves the right to withhold any images not in keeping with their standards.

RC Photography will present your digital proofs via a USB stick within 4-6 weeks of your wedding. Your online gallery remains available for a minimum of 60 days. A locked gallery of images will be displayed on the Rob Chidgey Photography website and a password provided (pending).

STANDARD TERMS AND CONDITIONS

BOOKING FEE

A non-refundable booking fee of £100 or amount as discussed is required at the time of booking, together with a signed contract.

Dates are reserved only when this booking fee is paid. This is required on all bookings unless stipulated in writing or via email by RC Photography (In which case evidence of this is to be attached to these Terms & Conditions explaining the reason for the non payment of a booking fee).

The booking fee is taken off the final balance.

METHOD OF PAYMENT

RC Photography accepts the following methods of payment:

Cash.

Direct Bank Transfer – Please contact us for our bank details.

PayPal – PayPal invoices available on request, however these carry a 5% handling fee in addition to the payment amount to cover our associated costs.

BALANCE PAYMENT

The balance payment is to be made prior to the Wedding Ceremony or on the wedding day if agreed. In the event of the balance not being paid as agreed, RC Photography reserves the right to withhold the images until the full balance is paid. Also legal proceedings will commence if needed.

ADDITIONAL EXPENSES

The Couple are responsible for all travel costs if the event is taking place over 30 Miles away from my premises, this will be discussed at the time of securing your booking.

The Couple are responsible for covering travel and accommodation if it is required to be at a location at an 'unsociable hour' and over 50 miles away from the local area of East Devon. This is agreed upon by all parties.

PLEASE ALSO note we do advise for Weddings where coverage lasts more than 6 hours we ask that to keep energy levels up of the photographer, that a meal & refreshments are provided. However please note I am not asking for a 3-course meal the same as a guest.

CREATIVE LICENCE

ROBERT CHIDGEY (RC) shall be granted creative and artistic licence in relation to the choice of locations and poses used. RC Photography's judgement on photographic style and the number of photographs taken shall be deemed correct.

Due to changes of the weather and the availability and willingness of subjects, also unforeseen objects causing photographic obstruction, RC Photography will endeavour to capture requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

We can discuss the types of images or shot required prior to the wedding however if due to circumstance the option to shoot a certain shot is not possible or the weather is inclement, the photographer can not be held responsible.

VIEWING

The images will be provided in a password protected online album for 60 days after the wedding. Images will be provided by Rob Chidgey Photography on USB for your sole use.

EXCLUSIVITY

RC Photography shall be the sole professional (still) photographers at the venues unless specified. I positively encourage family, friends, and other guests to take photographs throughout the day. However can not be held responsible for images that are not fulfilled due to guest obstruction.

COLOUR MATCHING

It is impossible to guarantee colour accuracy 100% due to the different colour spaces that occur in digital imaging and different printers, media, screens and software settings.

I take steps to minimise problems of colour rendition but there may be differences and as such colours viewed on screen should only be taken as a guide. If you have any concerns in this respect please seek my advice.

COPYRIGHT

The 1998 Copyright, Designs, and Patents Act assigns copyright to RC Photography.

You may not copy the photographs taken under this Contract, or allow copies to be made photographically, electronically, or by any other means, unless printing rights have been passed to you in writing.

Printing rights allow the reproduction of your images for your personal use, the use of any image captured by RC Photography for Commercial purposes is strictly forbidden without prior consent, any breaches of this will be billed at my commercial rates.

Please contact me if you have any questions about using the images for any other purpose.

MODEL RELEASE

I reserve the right to use any images taken by RC for marketing, advertising, blog, social networking and promotional purposes. The Client hereby grants to RC Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

The Client hereby releases RC Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

However, discretion is important, and we will consider any request for anonymity, and avoid using any photographs that include children, without permission. Further details are available on request. Please speak to me about this if you have any concerns.

FORCE MAJEURE

In the unlikely event of total photographic failure, injury or sickness beyond Robert's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected. RC Photography carries full Public Liability, and Professional Indemnity Insurance.

RIGHT TO CANCEL

You as the consumer have a right to cancel at any time during the cancellation period without giving any reason, and without incurring any liability.

We request that the cancellation is detailed in writing and forwarded to RC Photography at Robchidge82@gmail.com

The cancellation period ends at the end of 14 days after the day on which the contract is entered into.

As the consumer if you exercise your right to cancel after having made a request in accordance with regulation 36(1) which stipulate the request must be in writing, the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4).

Cancellation costs for cancellation requests received after the 14 day period are as follows:

14 days after booking and >1 year before the wedding date: £100 (booking fee)

14 days after booking and >6 months before the wedding date: £100 + 25% of balance

14 days after booking and <6 months before the wedding date: £100 + 50% of balance.

At what stage would we not be able to cancel?

The circumstances (under regulation 28) in which there is no right to cancel: 'The consumer ceases to have the right to cancel a service contract under regulation 29(1) if the services has been fully performed, and performance of the service began (b) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader. The USB is the 'goods' part of this contract. In accordance with 28(b) of the regulations, as the nature of the wedding photographs are 'made to the consumers specification or are clearly personalised' the USB is exempt from the consumers right to cancel.

The above regulations are as advised however please contact me as soon as possible to discuss any issues you may have.

CANCELLATION BY RC PHOTOGRAPHY

If RC Photography has to cancel this contract for reasons beyond their control, (death, injury, sickness etc.), their liability shall be limited to a full refund of all monies paid.

COMPLAINTS PROCEDURE

If you feel you would like to register a concern with me I respectfully request that you address any complaints within 7 days of the receipt of your images or proofs to Robchidge82@gmail.com I would endeavour to respond to any complaint within 48 hours.

PRIVACY

RC Photography will store your name and wedding details within my records only.

These details will not be made available to companies or individuals outside of RC Photography, without your prior consent.

I do not give anyone's information out without permission.