



Wedding Photography Terms & Conditions (including Pre Contract Information)

It is mutually agreed that this agreement is subject to **ALL** of the terms and conditions outlined below, the agreement is to form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both KR Photography and the client, in writing.

This contract is applicable solely to in respect of the wedding detailed bellow.

Date of Wedding: _____ Time of Wedding: _____

Photography Locations: _____

Bride's Name: _____ Groom's Name: _____

Contact Address: _____

Contact Number: _____ Contact Number: _____

Contact Number: _____ Contact Number: _____

Email Address: _____ Email Address: _____

PRE CONTRACT INFORMATION

Package Booked: _____

What's Included:

Optional Extras (Payable at the time of ordering):

Engagement Session, Signature Board, Guest Books, Digital and Printable Images, Albums, Canvas, Extra Coverage, Additional Photographers.

Package Price: £ _____

Your balance of £ _____ **is due 8 weeks before the wedding which is** _____.

What you can expect from KR Photography:

- KR 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, KR 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 KR Photography agree to extend services at the rate of £150/hr (charged per 15min interval).
- KR Photography will review all images from the wedding and edit those that are in keeping with the highest quality and style of KR Photography's work. KR Photography reserves the right to withhold any images not in keeping with their standards.
- KR Photography will present your digital proofs via online gallery within 10 week of your wedding; at this stage, KR Photography will confirm when other elements of your package will be available for you. Additional products can ordered via telephone or in-person meeting, and orders placed with your photographer are typically available for collection within 28 days of ordering. Your online gallery remains available for a minimum of 90 days. Your 15% discount on additional products is effective for 3 months after your wedding, after which it reduces to 5% for an additional three months. Items ordered after 6 months are available at full price, based on prices listed at the time of the ordering
- The KR Photography team are honored and delighted to be chosen as your photographers and will strive to exceed your expectations and provide images that delight you and that are treasured for years to come.

STANDARD TERMS AND CONDITIONS

BOOKING FEE

A non-refundable booking fee of **£200.00** 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 by KR 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)*

METHOD OF PAYMENT

KR Photography accepts the following methods of payment:

- ❖ Direct Bank Transfer – Please contact us for our bank details.
- ❖ Cheque – Made Payable to KR Photography
- ❖ 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

A balance payment of **£ _____** is to be made not later than 8 weeks prior to the Wedding Ceremony. Payment for additional album photographs, prints & frames is made after the wedding at the time of ordering. In the event of the balance not been paid 28 days prior to the wedding KR Photography reserve the right to withdraw their services or charge a £50 late payment fee.

ADDITIONAL EXPENSES

The Couple are responsible for all travel and accommodation costs if the Event is taking place over 50 Miles away from our premises, this will be discussed at the time of securing your booking.

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 photographers that a meal & refreshments are provided. However please note we are not asking for a 3-course meal the same as a guest, a bar meal will suffice.

FEES

Please note that the minimum total fee due is £_____ of which the booking fee is part. This includes all photography, expenditure for your full package. Prices for wedding reprints are based on the reprint price list + p&p.

CREATIVE LICENCE

Katherine Rouse shall be granted creative and artistic licence in relation to the choice of locations and poses used. KR 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, KR 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.

VIEWING

The images will be provided in a password protected online album, if you had selected an album with your chosen package you will be then invited to an album planning session where we will work together on the composition of your album. You are required to make your album selection at that time, if this has not already been done.

Please note: Album designs must be completed & approved within 6 months of your wedding or additional charges will be incurred.

EXCLUSIVITY

KR Photography shall be the sole professional (still) photographers at the venues specified. We do however 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

In all cases KR Photography takes care to insure that final prints match the image seen on screen and at the proofing stage. It is, however, 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.

We 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 our advice.

COPYRIGHT

The 1998 Copyright, Designs, and Patents Act assigns copyright to KR 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 KR Photography for Commercial purposes is strictly forbidden without prior consent, any breaches of this will be billed at our commercial rates.

MODEL RELEASE

We reserve the right to use any images taken by us for marketing, advertising, blog, social networking and promotional purposes. The Client hereby grants to KR 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 KR Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

However, discretion is important to us, and we will consider any written request for anonymity, and avoid using any photographs that include children. Further details are available on request

FORCE MAJEURE

In the unlikely event of total photographic failure, injury or sickness beyond Katherine's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected. KR 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 KR Photography, 5 Heathfield Close, Barnby Dun, Doncaster, South Yorkshire, DN3 1HU.

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 exercises 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: £200 (booking fee)

14 days after booking and >6 months before the wedding date: £200 + 25% of balance

14 days after booking and <6 months before the wedding date: £200 + 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.

CANCELATION BY KR PHOTOGRAPHY

If KR 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

KR Photography (formally known as Katherine Rouse Photography) are professional members of the society of wedding and portrait photographers (SWPP) and are bound by their standards and code of conduct.

If you feel you would like to register a concern with us we respectfully request that you address any complaints within 7 days of the receipt of your images or proofs to KR Photography either by E-mail to Katherine@Katherinerouse.co.uk or in writing to KR Photography, 5 Heathfield Close, Barnby Dun, Doncaster, South Yorkshire, DN3 1HU.

We would endeavour to respond to any complaint within 48 hours.

Consumers are also free to contact the SWPP if they would like to discuss a complaint about KR Photography, but we request consumers contact us in the first instance so that we can resolve any issues satisfactorily.

PRIVACY

KR Photography will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of KR Photography, without your prior consent

AGREEMENT

We have read & fully understand the terms & conditions of this agreement a copy of which is attached and realise that this contract becomes effective immediately. We agree that cancellation rates will apply in case of any cancellation by us. By signing this document we jointly agree that KR Photography has the right to discuss the package with either party.

Signed _____ Bride Date _____

Signed _____ Groom Date _____

SIGNED ON BEHALF OF KR PHOTOGRAPHY:

I confirm that I have received a signed copy of the above contract and payment of **£200.00** as a booking fee.



Signed _____

Date _____