

Gemma Yeomans Photography – Terms and Conditions

Wedding Photography

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer Gemma Yeomans Photography.

Confirmation: A signed “Contract for Wedding Photography Services” and payment of the booking fee are necessary to confirm the stated wedding services from the Photographer.

Pre-Wedding Consultation: This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed.

Cooperation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (usually the best man/usher) who will point out key individuals to be photographed. The Photographer may also require the assistance of the best man/usher in organizing family groups. The Clients also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare e.g confetti, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

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The Schedule: shooting schedule, style of working and experience are designed to achieve a great set of wedding photos for the Clients, accomplished with good humor and enjoyed by all concerned. Both the Clients and the Photographer(s) therefore agree that punctuality and cheerful cooperation are essential to producing great photographic results. In cases where the wedding does not run on time (for example, extreme lateness by one of the Clients arriving to the church) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

Paparazzi Wedding Guests: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos if guests taking their own photos of the Clients continually interrupt the Photographer's work.

House Rules: Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

Full group shots will only be taken where the photographer can achieve an angle from above - for example a room in the venue to shoot down from.

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Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer. No persons or companies are not permitted to change, alter or edit the images whatsoever.

Model Release: The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the wedding services specified above the Photographer will try to book a replacement wedding photographer who will be a professional photographer. Under normal circumstances every attempt will be used to call upon the services of another professional photographer however this is not always possible contact details of these photographers can be given prior on request. If all photographers are unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographers have working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied

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Booking Fee/Deposit: In the event of the Clients cancelling the wedding for whatever reason the booking fee/deposit is non-refundable. After payment is received a refund can be granted for

the first 14 days cooling off period. It will be considered as liquidated damages to the Photographers business after the 14-day period. If 6 months notice is given the photographer agrees to refund 50% of the booking fee/deposit **only if** the date is filled by a new client with the same package. This date will be advertised by the photographer. Less than 6 months notice for cancellation and the booking fee is retained in full. Refunds are not given should the event be cancelled or not go ahead on the day.

Providing Lunch for the Photographer – It is **requested that a meal is provided to the photographer** for weddings which are over 5 hours. This is requested away from the guests to allow the photographer a break and time to look through images shot throughout the day. Venues do not always allow photographers to consume their own food at the venue.

If a meal is not provided for the photographer at the venue please let the photographer know in advance. The photographer will be away from the venue to get lunch whilst guests have the wedding breakfast.

Weather: The weather is out of the photographers control and where possible the photographer will take photographs indoors where necessary. The photography may request for images to be taken outside and will require cooperation from the client. The photographer will not be held liable for lack of images if the client has not cooperated.

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colours/ lighting/creative talent/ editing: The photographer will use their creative talent and expertise to the best of their ability to enhance the images to their style. please note colours may not be exact due to the nature of the editing style. whilst every effort will be made to capture well lit images, exceptions may be made in extremely dark environments or extremely light situations. Some months are really busy in the wedding industry - the photographer will aim to take around **12 weeks** to get your digital gallery back to you, this is approximate and not guaranteed. You will of course be given a preview of your wedding before this via social media or by telephone/ email if preferred. The photographer will not be held liable to guarantee a completion date or provide compensation out of this time frame.

Children: Children often play a big role in weddings however we feel that if a child is unhappy and does not want to be photographed, we the photographer will not include them in the group shots and they may be photographed in a more relaxed, natural situation throughout the day.

Wedding Albums – Once the albums have been ordered these cannot be altered. NO REFUNDS CAN BE MADE FOR ALBUMS.

We have understood the contents of this contract and agree to the terms therein.