



WEDDING CONTRACT

BOOKING FEE / DEPOSIT PAYMENTS

A non-refundable deposit of £200, as well as full acceptance to the terms in this contract secures your wedding date and services of Carla Whittingham Photography. The deposit will be deducted from your final balance. Payment of the deposit and completion of the booking form acts as your acceptance of this contract. The booking fee is non-refundable except for the unlikely event that I have to cancel the date due to unforeseen circumstances, or if you decide to cancel within two weeks of making the initial booking. After this point, should you decide to cancel, the booking fee is forfeited.

Weddings that are postponed to a later date will retain the fee as long as Carla Whittingham can re-schedule for the new date and time.

Your final balance is to be paid on the first day of the month prior to your wedding. An invoice will be sent to you to remind you of the date this is required. I cannot accept split payments or take payments earlier than agreed. Carla Whittingham reserves the right not to take photographs on the day of the wedding if the final balance has not been paid. Any products selected on the booking form are contractually agreed and cannot be reduced. Products selected can be upgraded, but never downgraded.

CANCELLATION

The Client may cancel this contract at any time by giving written notice to Carla Whittingham but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

These cancellation conditions also apply for postponed weddings if Carla Whittingham is unable to re-schedule for the new date. Carla Whittingham reserves the right to charge a re-arrangement fee for a postponed wedding and apply current package prices.

Carla Whittingham Photography reserves the right to withdraw services for the following reasons: noncooperation, changes of locations, harassment, missed appointments and/or late or non-payments.

If Carla Whittingham Photography has to withdraw services for any reason, personal or otherwise, before the date of the wedding or session, then liability is limited to a full refund of any payments received. In circumstances where Carla Whittingham Photography has had to withdraw services then options regarding a booking or recommending a substitute or replacement photographer will be discussed and can be arranged.

PRIVACY POLICY

The processing of personal data, such as the name, address, e-mail address, or telephone number of a data subject shall always be in line with the General Data Protection Regulation (GDPR), and in accordance with the country-specific data protection regulations applicable to Carla Whittingham Photography. By means of this data protection declaration, our enterprise would like to inform the general public of the nature, scope, and purpose of the personal data we collect, use and process. Furthermore, data subjects are informed, by means of this data protection declaration, of the rights to which they are entitled.

As the controller, Carla Whittingham Photography has implemented numerous technical and organisational measures to ensure the most complete protection of personal data processed through www.carlawhittingham.co.uk. However, Internet-based data transmissions may in principle have security gaps, so absolute protection may not be guaranteed. For this reason, every data subject is free to transfer personal data to

us via alternative means, e.g. by telephone. You can read Carla Whittingham's privacy policy in full by clicking the footer link at the bottom of the website.

UNFORSEEN CIRCUMSTANCES

In the unforeseen circumstance that Carla Whittingham might be unable to work due to illness, accident, injury or other casualty, acts of god/force majeure/unpredictable natural events, or any other cause beyond the control of the parties, Carla Whittingham Photography will make every effort to arrange a substitute photographer with a similar shooting style and camera bodies/lenses. In the unlikely event that a substitute is unavailable, then liability is limited to a full refund of any payments received or part thereof according to the percentage of images supplied.

Carla Whittingham cannot be held responsible for lateness due to any public service problems or extraordinary road traffic delays which are beyond my control. Every reasonable effort will be made to arrive at the agreed time. Carla Whittingham cannot accept liability in the unlikely event that images are lost through theft, fire, equipment malfunction or other damage caused without fault on their part. Liability is limited to a full refund of any payments received or part thereof according to the percentage of images supplied. Working methods and professional practises are in place to limit the possibility of the loss or damage to your images of professional camera equipment, computer hardware and backup equipment. In any event, liabilities are limited to a full refund of any balance paid.

WEDDING ARRANGEMENTS

The details of the wedding arrangements are to be agreed beforehand in writing. The client shall notify Carla Whittingham of any changes to these details in writing. Carla Whittingham cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

Prior to the wedding we will arrange a priority list of desired shots and a running order of the day and I will make every effort to ensure your list is fulfilled. However, I cannot guarantee that every shot will be possible on the wedding day. Photographs taken during the course of the event will be at the discretion of Carla Whittingham Photography.

No responsibility will be taken by Carla Whittingham Photography on the occasion that any specific shot is overlooked. You (the couple) are the client and I will prioritise your list of desired shots only. Any requests from others attending the wedding may be politely dismissed if time does not allow.

I will be as accommodating as possible but I may advise you, the clients, on the number of shots requested and limit the number requested if I feel it will interrupt and/or compromise the rest of your coverage.

You (the client) understand that I must follow all rules given to me by the person/s facilitating the wedding and are not held liable for failure to deliver should I be told that I am not allowed to take photos during a specific time or be stationed in one spot. It is your responsibility to understand the rules ahead of time and brief me on any potential restrictions.

For a booking involving a church ceremony or at certain venues, my movements are sometimes restricted by the official in charge. The area from which I am able to cover the ceremony may not be the my choice and I cannot accept responsibility for any obstructed view should this be the case.

I will be the only official photographer at your wedding. Any guests with any cameras, whether at professional or amateur level, must not interfere with my work.

I will require time alone with you for portraits. Requests from others to join us during this time will be politely dismissed.

I will be granted creative licence to decide upon the location, poses and group shots taken. I will take into consideration any suggestions or requests you might have, but my final judgements and decisions will be deemed correct.

A meal (not necessarily the same wedding breakfast that you will be having - but it must be appropriate to sustain me throughout the day) must please be organised during your own wedding breakfast to ensure that I have time and energy to shoot after eating time is over.

I reserve the right to cease work and leave in the unlikely event of receiving verbal or physical abuse, harrassment or if I feel threatened from you the clients, guests or suppliers.

PRODUCTS

Standard, full day coverage is from pre-wedding preparations up to approximately an hour after the first dance, unless a shorter/half day/bespoke wedding package has been agreed.

The image selection, editing style and processing is final. Any additional processing requested may be subject to an additional fee and at the discretion of Carla Whittingham Photography. I will return processed images between 6-8 weeks after the date of the wedding. I will aim to get your images back to you as soon as possible, however during busier periods please be prepared to wait the maximum period. I will keep you updated with the progress of your images as they are in the editing process.

I will provide a pleasing colour balance but cannot guarantee exact colour matching owing to artificial or poor lighting conditions, or anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

I would encourage you to back up your images as soon as possible upon receiving them, as after a 1 year period I can't guarantee I will still store your images. Replacement USB with images can be provided for an additional cost. Any complaints/concerns should be raised with Carla Whittingham Photography within 7 days of receiving your images. If no feedback is given within this time it will be assumed that you are satisfied with your photographs.

USE OF IMAGES

The client(s) hereby allow(s) Carla Whittingham Photography to use and display any photograph covered by this contract and to generally promote the business in advertising, instagram, facebook, twitter, pinterest, third party blogs, 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) .This list is not exhaustive. You may discuss with me if you would prefer for particular photographs to remain private and we will arrange a privacy agreement.

I aim to upload a "sneak peak" of photographs within 3-5 days following the wedding (timescales subject to change during busy periods). I will notify you via email or text with a link to the images, and shortly after post them on my social media account.

Any images released to you may be printed or displayed online for personal use only. Selling, publication or any commercial use is prohibited without prior permission from Carla Whittingham Photography.

If you display your images on social media, I ask you to kindly credit my name and/or website where possible, or 'tag' the following social media pages respectively (facebook: 'carlawhittinghamphotography', instagram '@carlawhittingham') . This is not a contractual requirement, however it is a greatly appreciated gesture.

No editing or changes may be made to the digital files supplied. If displayed on social media, please do not add any filters. I reserve the right to use images for advertising, display, publication and other purposes without seeking permission from you first unless you have pre-arranged a privacy agreement with me (subject to an additional fee) . All images remain the exclusive property of me, Carla Whittingham.

COPYRIGHT LAW: English Copyright Law declares that the copyright remains with the photographer. The photographer grants the client(s) permission to make copies of the images under the following conditions: The images taken by the photographer are for personal use by the client and their friends or family; selling the photographs is not allowed without permission from the photographer. The client(s) will not have access to any unedited raw image files. The Photographer has unrestricted use of these images and can use them wholly or in part in any publication (commercial or otherwise), portfolio or public display with any retouching or alteration without restriction. At events, it is the client's responsibility to notify guests of this unrestricted use; that attending the event acts as a model release. The client(s) hereby assigns the photographer the irrevocable and unrestricted right to use and publish photographs of the client(s) or in which the client(s) may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The client releases all claim to profits that may arise from use of images. Buyer may not resell, sublicense, redistribute without express written permission from photographer. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Images may not be edited or have filters applied to them. Images may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Images may not be incorporated into trademarks, logos, or service marks. Images may not be made available for download.

ALBUMS

If ordered, I will design the album and then send proofs to you for any revisions. Album design time can take up to 8 weeks during peak season. The time of album delivery is then the responsibility of the album company used, which will be communicated to you whenever an estimated shipping date is available.

Albums only go to print when you are 100% happy with the design. This is usually achieved within 2 rounds of changes of the initial proof of your design. Any further changes after this may encounter a fee. I would encourage couples considering an album to pick a package at the time of booking, as I cannot guarantee my album supplier's prices will remain the same after the date of your wedding.

This contract is only valid when a full booking form and non-refundable deposit is received.

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