



Terms and Conditions for the Supply of Services

Wedding Photography

The following Terms and Conditions (**the Terms**) are the Contract of Services between Amy Newton trading as Cherished Memories Photography, with the email address:

enquiries@cherishedmemoriesphotography.co.uk (**We, Us, the Business**) and the Bride and Groom (**You, the Client**) collectively, (**the Parties**).

These Terms and Conditions are incorporated into the Contract and contain important information about your legal rights.

By purchasing the Services, You accept and agree to be bound by the Terms.

These Terms supersede any previously issued terms, understandings and arrangements, whether in writing or oral in respect of its subject matter.

Each party acknowledges that it has not entered into the Contract/Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract/Agreement or any documents entered into pursuant to it.

1. DEFINITIONS - In these Terms the following definitions apply:

Booking Fee	means the initial 20% deposit of the Price.
Client	means any person who uses the Services from the Business.
Contract/Agreement	means the agreement between the Business and the Client for the supply and purchase of Services incorporating these Terms.
Data Protection Laws	means, as binding on either party or the Services: <ul style="list-style-type: none">● the GDPR;● the Data Protection Act 2018; and● any laws that enact, replace, extend, re-enact, consolidate or amend any of the foregoing.
Date	means the date on which the Wedding will take place.
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay.
Intellectual Property Rights	means all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trademarks, registered designs, model unregistered design rights, unregistered trademarks and copyright (whether in drawings, plans specification, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and

	applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world.
Location	Place of wedding specified in separate schedule contract agreement.
Meeting	means the consultation meeting that the Client and Photographer will have at least 4 months before the Wedding
Order and Order Acknowledgement	means the Client will place the Order as an offer in the formation of a contract and the Business will supply an Order Acknowledgement as the acceptance.
Package	means the wedding photography package chosen.
Payment	means the required methods and timing of payments by the Client to the Business as specified in Clause 5 below.
Photographer	means Amy Newton and / or the appointment of another photographer by Amy Newton.
Price	means the amount payable.
Products	means the products that the Photographer provides including photographs, albums, prints and canvases.
Services	means the services that the Business supplies.
Service Provider	means the other professionals who will be providing services at the wedding.
Time	means the time specified by client in separate schedule contract agreement.
Wedding	means the wedding specified in separate schedule contract agreement.
Registered Address	means the Photographers registered address.
Schedule 1	means a separate contract form the Client will need to complete.
Schedule 2	means a separate contract form the Client will need to complete.

2. APPLICATION

2.1 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing by Us.

2.2 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

2.3 Where the phrase 'in writing' is used in this Agreement, it shall be understood as including emails.

3. BOOKING FEE

3.1 Upon receipt of the Order Acknowledgment, the Client shall pay the Booking Fee.

3.2 Payment of the Booking Fee is:

3.2.1 The Client's acceptance of these Conditions; and

3.2.2 Guarantees the Date.

3.3 The Booking Fee is non-refundable or transferable in the event of cancellation by the Client.

4. CONSULTATION

4.1 The parties will have a Meeting.

4.2 The date, time and location of the Meeting will be agreed between the parties.

4.3 During the Meeting the Client will provide information specified in Schedule 1 and 2.

4.4 In the event that the Client wants to make any changes to Schedule 1 or 2, they must inform Us in writing at least 2 months before the Wedding.

4.5 If the parties deem it to be necessary, a pre-wedding meeting will take place 4 weeks prior to the Wedding.

5. PAYMENT

5.1 Following payment of the Booking Fee, the balance of the Price is to be paid 4 weeks prior to the Wedding as specified in Schedule 1. For any packages including a pre-couple shoot, the cost of this, being £99, will be required on the day of the pre-couple shoot prior to photographs being taken. This will be deducted from the remaining balance.

- 5.2** Payment for any additional images or Products must be made at the time of Order.
- 5.3** Bank Transfer (BACS) payments are acceptable too to the Bank Account specified in Schedule 1.
- 5.4** No Products will be delivered until all payments have been received in full.
- 5.5** Where payment is to be made by a third party, the Client acknowledges that they shall remain responsible for any balance outstanding in respect of the Contract.
- 5.6** Failure to make payment by the dates stipulated may result in cancellation. Late payments will attract an administration charge of £50.
- 5.7** Where any sums due under this Contract are not paid in full by the due date, We may:
- 5.7.1 charge interest, without limiting our other rights;
 - 5.7.2 interest shall accrue on a daily basis and apply from the due date for Payment until actual Payment in full, whether before or after judgment.

6. PRIVACY AND PERMISSIONS

- 6.1** We agree to respect Your privacy and take all reasonable steps to comply with the requirements of the EU General Data Protection Regulations (GDPR).
- 6.2** When We take photographs, We are entitled to assume that all persons attending the Wedding are happy to have their photograph taken unless You have explicitly informed Us that an individual does not wish to have their photograph taken.
- 6.3** We may use photographs for promotional purposes with images appearing on our website, emails, social media, in Our printed materials produced for promotional purposes including leaflets, posters and in any materials sent out to prospective customers. If You would like further information or to tell Us that You do not consent to images being used in the above ways, please contact Us.

7. LICENCE AND COVERAGE

- 7.1** The Photographer is granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Client's requests, the Photographer's judgement regarding the location, poses and number of photographs taken shall be deemed correct and not subject to dispute.
- 7.2** Whilst the Photographer shall endeavour to fulfil the Client's requests, the Photographer cannot be held responsible for non-availability of subjects or adverse weather conditions that may delay or render impossible the progress of proceedings thus preventing the coverage of some shots and as such the Photographer cannot guarantee any specific picture, background or group arrangement.
- 7.3** We may use additional or alternative photographers if We feel that doing so will best capture the Wedding in photographs.
- 7.4** For Weddings involving a church ceremony or at certain other venues, the Photographer's movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony or occasion may be restricted or prohibited, as may be the use of artificial lighting. The Photographer cannot accept responsibility for limited coverage in such circumstances.
- 7.5** It is the responsibility of the Client to ensure the Photographer is provided with their requirements for certain photographs that they would like in advance of the Wedding eg particular group shots. The Photographer is not responsible for any specific missing photographs that are not specified in Schedule 2.
- 7.6** The Photographer will not be held responsible for any ruined photographs due to guests (or any other) flashes or any other cause in or outside of the Photographer's control. All participants and observers will be expected to behave in a professional and courteous manner in line with standard photography best practice.

7.7 For the 'To The Moon and Back' package, it is the responsibility of the Client to book their precouple shoot with the Photographer no less than 2 months before the Wedding.

7.7.1 If the Client fails to comply with clause 7.7, the Photographer cannot guarantee an available date for the pre-couple shoot; and

7.7.2 No refund will be granted.

8. COOPERATION

8.1 The Client is responsible for the conduct of their guests.

8.2 It is the Client's responsibility to ensure that all Service Providers cooperate with the Photographer. To ensure that there are no conflicts in times, the Client should provide the Service Providers with the information detailed in Schedule 2.

8.3 The Photographer will not tolerate verbal or physical abuse, nor will the Photographer share their time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with the photography may seriously affect the quality of the photographs taken and increase the number of times photographs must be re-taken.

8.4 If the Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the Photographer, it will result in the Photographer ceasing to take any more photographs and the Photographer will not be responsible for any photographs not taken. The Client understands that in such event, no refunds will be granted and the Client will be fully liable for all damage caused to equipment, including the cost of repair or (where repair is not reasonably possible) replacement.

9. IMAGE AND REPRODUCTION

9.1 All print and presentation sizes quoted are approximate and subject to change at the discretion of the Photographer and may be subject to slight variation. Whilst every effort will be made, the Photographer cannot guarantee exact colour matching and is not held responsible for any colour variations which may occur due to light and location variations.

9.2 Due to limitations of computer monitors and variations of computer operating systems, it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered on any particular computer monitor.

9.3 We will:

9.3.1 store the RAW files for 3 months after the Wedding.

9.3.2 provide You with JPEG files on a USB.

9.3.3 store JPEG files for as long as We deem is necessary.

9.4 Where images are made available for use on a USB, reasonable steps are taken to ensure compatibility, but you acknowledge that USBs may not play on all devices including and not exclusive to computers.

9.5 Only quality branded USBs are used and each is checked prior to delivery. However, it remains the responsibility of the Client to check for in-transit damage. The Photographer cannot be held responsible for damage to equipment resulting from defective media.

9.6 The Photographer will NOT provide the Client with any unedited, RAW photographs. In order to get the specific high quality shots that the Photographer will provide the Client with, it might take a few photo captures to get this due to angle experimentation, lighting changes or moving subject. The Photographer wishes to maintain a high quality and level of professionalism and reputation, therefore this would not be an option to the Client under any circumstances.

9.7 It is not guaranteed that 'sneak peek' shots will be provided to the Client, due to Photographer workload. The Photographer will do their best to provide up to 10

photographs before the 8 week deadline however cannot guarantee this and so this is to be respected by and acceptable to the Client. If the Client wishes to be sent a couple of images the day after the Wedding for social media purposes or for guest thank you cards, they must specify this at the time of Booking to allow the Photographer to book this time in. Otherwise, due to workload, this might not be possible for the Photographer to provide.

10. RETOUCHING

10.1 We will edit all images to a high quality using retouching, digital manipulation and artist finishing.

10.2 Any additional changes required by the Client, such as personal features, colours, adding/removing of people, will come at an additional cost and therefore will take longer than 8 weeks for you to receive your images. The expected time of this will depend on the amount of edited images required by the Client.

10.3 There will be an additional cost payable if You want the Photographer to edit a second photographer's images.

11. RE-ORDERS

11.1 All re-orders shall be treated as an extension of the Contract and no responsibility for any error will be accepted unless provided in writing.

11.2 There will be an additional charge for re-orders. You must provide the re-order in writing.

12. PRODUCTS

12.1 The photographs will be available on a USB (pre-couple photos in the 'To The Moon and Back package' will be provided via WeTransfer or Google Drive as a shared link and will later be put on the USB with wedding photographs):

12.1.1 No later than 8 weeks after the Wedding (pre-couple photos in the 'To The Moon and Back package' will be provided no later than 3 weeks after the photo shoot);

12.1.2 Presented in a personalised box; and

12.1.3 We will contact you when the USB is available to collect from the Registered Address.

12.2 For prints and canvases in your chosen package:

12.2.1 you will have 1 month from the date that the photographs become available to select the photographs.

12.2.2 Failure to comply with clause 12.2.1 will result in the Client not receiving products; and no refund will be given.

12.3 For albums in your chosen package:

12.3.1 You will have 1 month from the date that the photographs become available to select the photographs.

12.3.2 Failure to comply with clause 12.4.1 will result in the Photographer selecting the photographs.

12.3.3 It is the Client's responsibility to decide on their album colours, themes and amount of imagery they would like in the album. Any additions to the 30 page lay flat glossy finish album included in the package will come at an additional cost (i.e. matte finish album, additional pages).

12.3.4 It is the Photographer's responsibility to decide on the overall image layout and positioning unless it is agreed otherwise by writing.

12.3.5 The Client will be allowed one overall change to their layout. Any additional changes required after this will come at an additional charge due to the editing time taken.

12.3.6 The Client must provide confirmation/written approval to the Photographer before any album is ordered.

12.4 Where a Product is no longer available, a suitable alternative of similar quality will be offered. An alternative will be deemed as correct and acceptable to the Client. Any surcharge resulting from the order of a new Product following rejection of a replacement will be the responsibility of the Client.

13. DELIVERY

13.1 Usually Products will be ready for collection/delivery up to 6 weeks after the Client has chosen their image orders. However, there has been a recent shortage in fuel and issues regarding transport. Therefore, any products ordered may arrive later than usual. The Photographer will do their very best to provide any products ordered on time however this cannot be guaranteed at present.

13.2 You can collect the Products from the Registered Address free of charge; or

13.3 For an additional charge; the Products can be delivered to your chosen address either by tracked Royal Mail or by the Photographer herself if the address is within 15 miles from the Registered Address.

14. OWNERSHIP

14.1 All rights in images shall remain the sole property of the Photographer at all times unless otherwise specified in Schedule 1.

14.2 All Products shall remain the property of the Photographer until Payment is received in accordance with Clause 5.

14.3 Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright, Designs and Patents Act 1988 (as amended) and remain the copyright of the Photographer at all times unless otherwise specified in Schedule 1.

15. EXCLUSIVITY

15.1 It is understood that the Photographer will act as the main photographer and the Client acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at the time during the Photographer is taking the 'signing' photographs after the ceremony and during any specific photographs on the list provided by the Client. The Photographer suggests that a separate notice be placed in the invitations.

16. ALTERNATIVE PHOTOGRAPHER

16.1 In the unlikely event of the main Photographer being unable to attend your event due to unforeseen circumstances, the Photographer reserves the right to appoint another photographer to attend your event to undertake the event photography to his/her best ability.

16.2 In the event that an alternative photographer is appointed, the Photographer will transfer any Payments made by the Client to the alternative and the Terms shall cease to apply to either Party. It is the Clients responsibility to sort out new contracts/terms with the Alternative Photographer based on the contract/terms of the Alternative Photographer.

17. LIMITATION OF LIABILITY

17.1 If you fail to comply with the terms of this Agreement, the Services will no longer be available to you without further notice.

17.2 We will not be liable for any loss or damage whatsoever whether direct, indirect, consequential or incidental, actual or anticipated of any the following:

- 17.2.1 profit;
- 17.2.2 data (or corruption of data due to viruses or any other technological error or fault);
- 17.2.3 contact;
- 17.2.4 opportunity;
- 17.2.5 reputation or goodwill.

17.3 We do not make any representations or warranties of any kind, whether express or implied, about the completeness, accuracy, reliability, suitability or availability of the Site and Services, the information or merchantability of any part, feature or content contained on the Site for any particular purpose. This includes any links or references to third-party websites.

17.4 Any other provision in this Agreement does not attempt to exclude or limit in any way, our liability for the following:

- 17.4.1 death or personal injury caused by our negligence;
- 17.4.2 fraud or fraudulent misrepresentation;
- 17.4.3 wilful misconduct;
- 17.4.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

17.5 Any directions issued to the Client or their guests during a photographic shoot are deemed to be said at persons own risk. The Photographer cannot be held responsible for any personal accidents during a photography shoot.

18. INSURANCE

18.1 We will maintain Public Liability and Professional Indemnity insurance at all times.

18.2 In the unlikely event of a total photographic failure or cancellation of this Agreement by either party or in any other circumstance, the liability of one party to the other, shall be limited to the total value of the Agreement.

19. FORCE MAJEURE

The due performance of this contract is subject to alteration or cancellation due to a Force Majeure event. For the avoidance of doubt, it does not include circumstances where the Photographer attends the Wedding to perform the Services and any of the parties or guests fail to attend.

20. CONDUCT AND COMPLAINTS

20.1 It is the responsibility of the Client to ensure co-operative behaviour at the Wedding.

20.2 All complaints shall be raised by the Client directly to Us in writing within 14 days of the occurrence which gives rise to the complaint. We will consider the complaint and shall provide a response to the Client within 14 days of receipt of the complaint.

20.3 In the unlikely event of an unresolved complaint, the Client may request the Guild of Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

21. DISPUTES

21.1 Subject to Clause 20 above, the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

21.2 The Client recognises that any breach or threatened breach of the Contract may cause Us irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Us, the Client acknowledges and

agrees that We are entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

22. CANCELLATION

22.1 Where We must cancel the Contract, due to circumstances beyond our control, the full amount of the Booking Fee and any further Payments received will be returned to the Client.

22.2 Should the Client wish to cancel this Contract at any time, notice of cancellation must be given in writing to Us and the cancellation fees are as follows:

22.2.1 Cancellation more than 2 months before the Wedding - We will retain the Booking Fee.

22.2.2 Cancellation between 1-2 months prior to the Wedding - You will be liable to pay 50% of the Price.

22.2.3 Cancellation less than 1 month prior to the Wedding - You will be liable to pay 100% of the Price.

22.3 Where an alternative Photographer is appointed in accordance with Clause 16 above, the Client may cancel this Contract within 14 days of being notified of the appointment and the full amount of the Booking Fee and any further Payments received will be returned to the Client.

22.4 Where a Wedding is postponed until a later date, the postponement will be treated as a Cancellation unless agreed with Us in writing.

23. PERFORMANCE

The Services shall be deemed performed on completion of the performance of the Services as specified in the Order Acknowledgement.

24. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in the images and Products shall remain Ours unless otherwise specified in Schedule 1.

25. SEVERANCE

25.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

25.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26. EPIDEMIC/PANDEMIC

26.1 In the unlikely event of an epidemic/pandemic, the Photographer may not be able to carry out work and therefore may result in a cancellation or postponing your booking to a later date. If the Photographer is unavailable at the Clients rescheduled date, the Photographer can provide recommendations of another Photographer however it will be the Client's responsibility to make their own choice and judgement of another Photographer.

26.1.1 For cancellations: If the government guidelines do not allow for a wedding to go ahead and the wedding has to be cancelled, 50% of deposit money paid will be refunded. If government guidelines allow for a wedding to go ahead but the Client wishes to cancel, then deposit money paid will not be refunded.

26.1.2 For postponing: If the Photographer is available on the new scheduled date chosen by the Client, then deposit paid will not be refunded, and the Photographer will work as normal on the new date booked. If the Photographer is unavailable on the new scheduled date chosen by the Client, then 50% of deposit money paid will be refunded. The Photographer will have nothing to do with the booking or payment between Client and new photographer booked.

26.2 If the epidemic/pandemic occurs after your wedding date, all edited photographs will be completed however there may be some delay in you receiving your imagery. Photographs may have to be temporarily provided digitally via WeTransfer.com or Google Drive as a shared link. Once the epidemic/pandemic passes, the Photographer will be able to provide the Client with their USB and personalised box. For any albums and prints, there may be some delay (timescales not known) as suppliers may be closed on a temporary basis. The Photographer will do their best to maintain business as normal. The Photographer may be able to use another Supplier however if the Client wishes to go ahead with this and their prices are significantly higher, then the Photographer will have to add the difference in price onto their chosen package. Alternatively, if the Client is happy to wait until the epidemic/pandemic passes, all Products will be provided, however, with a delay (timescales not known). Please note, with any transferring of images via WeTransfer.com, the Client will have a maximum of 7 days to download the images before the link expires. Images will be sent over in stages therefore it is recommended that the Client waits until all images have been sent across before viewing them so that they can be viewed in order as opposed to in stages based on the download time.