

Terms & Conditions

The terms and conditions outlined below form part of the Booking Agreement Form that we complete with you when you have decided that you would like to HWP photograph your wedding. The written agreement, terms and conditions are your assurance that we will provide the services, album and any additional products you have chosen to purchase from us and confirms all timings relating to your wedding day. This is particularly useful as a document of record as we are often booked up to one year in advance and eliminates the risk of important details and requests being forgotten or mislaid.

Please note that a Booking Agreement Form must be completed and the deposit paid before we can confirm your booking with us. However, the Agreement can be amended up to one month before your wedding day.

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by Henley Wedding Photography in writing.

The details entered on this form are to be deemed correct and Henley Wedding Photography (hereafter referred to as HWP) cannot be held responsible for any errors contained within it. It is the responsibility of the client to inform HWP of any changes that occur prior to the wedding date.

Booking Fee:

The photography/creation fee is payable when the client signs the contract, which is 30% of the package selected, of which £300 is non-refundable. The fee secures the time, date and services of Henley Wedding Photography for the wedding day booked. In the event of cancellation, the non-refundable amount is the agreed loss suffered by the photographer as a result. Cancellation less than 12 weeks before the wedding will require payment in full. All cancellations must be in writing.

Payments:

The remaining balance is due one month before the wedding date. Please note the wedding preview proofs / CD / DVD will not be released without receipt of the final payment. Payment for all re-orders must be paid for in full at the time of collection. The client may order finished photographs which are available in a variety of sizes. The client may request to add extra images into their Wedding Book over and above the number of images included in the package price. However, such additions will attract an additional fee due to the enlargement of the Book and the additional costs therefore involved.

Your Right to Cancel Booking:

All cancellations must be in writing. In the event of cancellation prior to 12 weeks before the date of the wedding, Henley Wedding Photography will retain £300 as a non-refundable deposit. Cancellations that are made less than 12 weeks before the wedding will require payment in full. Booking fees are not transferable in the event of cancellation; - it being the agreed loss suffered by Henley Weddings due to cancellation.

Postponement of Wedding:

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

Display:

Duncan MacBrayne and Steve Dunning of HWP shall be granted permission to use any of the images covered within this contract for all promotional and advertising purposes.

Photography/Photographs:

Duncan MacBrayne and Steve Dunning of HWP reserves the right to discard any photographs covered within this contract if they that in their professional judgement images are unsuitable for presentation to the client. A sufficient number of photographic images will be taken at the wedding detailed overleaf so that after standard editing processes approximately 140 to 170 photographic images will be provided to the client for the purposes of choosing images for the final wedding album and for ordering reprints. HWP therefore reserves the right to refuse the clients access to the images discarded as a result of this editing process if deemed by HWP to be appropriate. I, the client detailed in this contract, am aware of this and understand the proofing process that HWP uses.

Retouching:

Any additional retouching and art finishing is available as an option at extra and will charged at cost.

Copyright:

The 1988 Copyright Design and Patents Act section 77 and 80 assigns the copyright of the photographs taken to Henley Wedding Photography. It is contrary to the Act and an offence to copy or allow to be copied the photographs covered by this contract by any means.

Licence:

Henley Wedding Photography shall be granted artistic license and the photographers judgement regarding posing lighting, locations used, film and camera choice shall be deemed correct.

Force Majeure:

The due performance of this contract is subject to alteration or cancellation by Henley Wedding Photography owing to any cause beyond their control. In the unlikely event of total failure or cancellation of the contract by Henley Wedding Photography, liability shall be limited to a refund of all monies paid.

Negatives/Digital Image Files:

The digital image files remain the property of Henley Wedding Photography. Files are kept active for a period of six months after which time a search fee will be made in addition to the prices in force at the time. Henley Weddings agrees to keep digital image files for a period not less than six years.

Complaints:

In the unlikely event of an unresolved complaint, the client may request the British Institute of Professional Photographers to act as independent conciliators. Their recommendations will be accepted as final. In the event of a complaint, previews must be returned to Henley Weddings within 7 working days.

Client Signature:

Date:

For Henley Wedding Photography:

Date:

DUNCAN MACBRAYNE ABIPP ASWPP - STEVE DUNNING ABIPP ASWPP

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