

# TERMS & CONDITIONS

## 1. COPYRIGHT

- a) The Copyright Designs and Patents Acts assign the copyright of the images to the photographer (Hannah Deakin; founder of Hanne Brooks Photography). The photographer (Hannah Deakin; founder of Hanne Brooks Photography) assigns full Usage Rights/print rights to The Client for personal use (subject to condition 2). The Client may reproduce, copy and distribute the photographs.
- b) Suppliers from the day can use images for their portfolio. The image must be credited to Hanne Brooks Photography, and they must email Hannah Deakin to arrange usage rights for the images they wish to use, to be able to comply with GDPR  
– info@hannebrooksp photography.co.uk

## 2. DISPLAY

The client(s) hereby allow(s) the photographer – Hannah Deakin to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, social media, websites, blogs, 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).

## 3. LICENSES, COVERAGE AND REPRODUCTION

- a) Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements.
- b) The photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.
- c) For a booking involving a church ceremony or at certain venues, the photographer(s) movements are sometimes restricted by the official in charge. The area from which the photographer(s) is able to cover the ceremony may not be the photographer(s) choice and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate official before booking the date and submitting this contract.
- d) For a wedding or other event booking the photographer(s) shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of the event, some moments might not be captured, or not captured for logistical reasons.
- e) Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer and in some circumstances (such as the change of ceremony date for a wedding) the photographer may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer is not liable to compensate the client(s) in any way whatsoever.
- f) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly in print.
- g) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- h) Due to the limitations of computer monitors it is understood that:
  - (1) images appear differently according to the specification of each monitor.
  - (2) prints may not match images displayed on any given computer monitor.
- i) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s).

j) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.

k) Exclusivity. It is agreed that the Photographer(s) shall be the sole professional skilled Photographer on the wedding day. Although the Photographer will actively encourage the use of cameras throughout the wedding, it is agreed that the Photographer shall reserve the right to ask guests to refrain from taking photographs in the event that their activities are corrupting the official photography in any way.

l) Images are not to be edited by anyone but Hanne Brooks Photography, this includes Instagram filters or anything that might alter the look and style, or change integrity of the photography work, unless this has been otherwise organised with Hannah Deakin.

## 4. PRICES

a) All standard photographic services and optional extras specified in this contract and are to be paid for in full before the wedding, unless other arrangements are made, and are supplied at the of signing of the contract. Optional extras not paid for in full before the wedding, are supplied upon viewing the images after the wedding.

b) The client(s) will be liable to pay any additional expenses incurred by the photographer(s) not already included within the contract price. This includes for example access fees charged by some venues, and dispatch of prints, discs, albums, and other products to non-UK addresses. Travel expenses aboard (other than specified in the contract summary) need to be covered in full cost before the journey takes place.

## 5. PAYMENTS

a) A non-refundable booking fee for the amount specified in your contract summary (paid by cash, cheque, credit / debit card or online bank transfer) along with a completed contract will confirm your booking. The booking fee forms part of the total cost of your Package (i.e. it is NOT in addition to the cost of the plan) and is deducted when calculating the final balance due. The booking fee secures the photographers services for the day and is non refundable in any event. The photographer will decline any other enquiries for the date upon receiving this fee. No date is secured until Hanne Brooks Photography receives the booking fee. Payment for any outstanding balance is due in full NO LATER THAN EIGHT WEEKS prior to the contracted date and is specified in your contract summary: You MUST allow sufficient time for cheque clearance. Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s).

b) All additional goods must be paid for in full on ordering unless other arranges have been made. This includes extra prints, albums, special editing and rendering of images, high-resolution digital files, online galleries, thank you cards and any other services ordered after the event.

c) Title to all goods remains with Hanne Brooks Photography until paid for in full by the client(s).

d) All the payments should be made payable to Hannah Deakin.

## 6. COMPLAINTS

Any complaints must be received in writing within two weeks of receipt of products purchased. This includes photographs, albums, frames and any other special services that have been agreed. All complaints will be cross examined with this contract.

## 7. FORCE MAJEURE

a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g sudden illness/injury/ victim of crime, flooding).

b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 7a). However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any fees paid.

## **8. LIABILITY FOR DIGITAL FILES AND PRODUCTS**

- a) The digital files shall remain the property of the photographer(s) and shall be kept by them for not less than 12 months from the wedding date.
- b) Should digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a refund of fees paid, but shall not include a refund for any goods already supplied or capable of supply at a quality deemed acceptable by the photographer. No refund will be due for any digital files lost, damaged, or destroyed after 12 months from the date of the wedding.
- c) Any pre-paid product credits (e.g. for albums and prints) not utilised by the clients within 12 months of the date of the wedding will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer(s) and forwarded by standard Royal Mail to the last known address of the clients.

## **9. CANCELLATION FEES, DATE AND PACKAGE CHANGES**

- a) If the Client(s) should have to cancel a booking, the booking fee and any other fees already paid cannot be refunded.
- b) The Client(s) may change the date booked earlier, if somebody else has not booked it already. No additional charges apply and written consent is required. The photographer cannot take responsibility in the event when the new date is booked or other responsibilities need to be carrying out on this date. No refunds will be given.
- c) The Client(s) may upgrade or degrade the package at any time. No additional charges apply and written consent is required. The Client(s) have to pay the difference between the amount already paid and new amount due. Any differences cannot be refunded when degrading the package.
- d) The Photographer will not charge any extra for a reasonable overtime on the day.

## **10. PLACING AN ORDER AND RECEIPT OF GOODS**

- a) Any alterations to orders must be notified either by phone or email within three working days of the order being placed. The photographer will not be held liable for any costs incurred due to alterations to the order made by the client after this time. Email is not a reliable method of notification due to the unpredictable operation of message scanners. You must request and receive a confirmation by email if you choose to use this method.
- b) Allow 28 days for delivery of orders. Where you choose to design your album through Hanne Brooks Photography you will be notified of the estimated completion date on a case by case basis.
- c) Hanne Brooks Photography must be notified either by telephone or email within 7 working days of the client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.
- d) Due to the nature of the product Hanne Brooks Photography is unable to give exchanges or refunds unless Hanne Brooks Photography has incorrectly spelt a client's name on printed albums.

## **11. PRIVACY**

Hanne Brooks Photography may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

## **12. GOVERNING LAW**

Any contract made between Hanne Brooks Photography and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

## **13. INSURANCE**

The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

## **14. MEALS AND REFRESHMENTS**

A meal/lunch is much appreciated please if working over 8 hours, however not required of the client. Hanne Brooks Photography photographer(s) must bring their own lunch unless agreed otherwise with the client(s). The photographer will take a short break and eat away from guests. Where coverage has been agreed to include a photographers assistant then the same conditions apply for this individual. NOTE: it is normal practice to provide meals for your other wedding vendors e.g. toastmaster, DJ, videographer, band, magician.

## **15. TIME FRAMES**

a) Online photo album: Will be available to view within 8-10 weeks after the wedding day for all digital images to be downloaded and for others to view and buy prints when given an access password by the couple.

b) Printed Photo Albums: The client(s) may choose a selection (specified in the summary of contract) of photographs for the wedding book. The Photo book will be posted to the Client(s) by special delivery within 30 days after the photographer receives the Clients suggestions unless other arrangements have been made.

## **16. BY PAYING THE BOOKING FEE YOU ARE SECURING THE DATE YOU HAVE REQUESTED AND AGREEING TO THE TERMS AND CONDITIONS**

Hannah Deakin (photographer & editor)  
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