

Terms & Conditions

**AGREEMENT:** This agreement contains the entire understanding between Shelby Ellis/Shelby Ellis Photography (‘Photographer’) and the Clients (‘Couple’). It replaces any prior agreements that may have been made.

**CONFIRMATION:** A signed wedding contract and 20% non-refundable and non-transferrable booking fee are necessary to secure the date stated overleaf and confirm the stated wedding services from Shelby Ellis Photography. This contract is of a personal nature and cannot be assigned to any other person or company, or any other date. In accordance with UK law, the Couple have 14 days ‘cooling-off’ period after booking to cancel services from Shelby Ellis Photography, after which cancellation terms apply as below.

**PRE-WEDDING CONSULTATION:** Meeting in person in Kent, otherwise a telephone conversation can be held. The Couple will outline broadly what is required and Photographer will advise on planning, logistics and timings needed. The Photographer will receive Couple’s completed Photography Plan at least 3 days prior to the wedding date detailing named Group Shots and wedding day schedule to ensure that there have been no last-minute location/time changes. In instances where no Photography Plan is received as completed, the Photographer cannot be held accountable for any photographs not captures and included in the Couple’s digital package.

**BALANCE PAYMENT:** The balance payment must be received in full no less than 4 weeks/28 days prior to the wedding date. In the event of the client failing to remit the balance payment, the Photographer reserves the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend the event dated overleaf. In the event of the booking being made within 4 weeks of the wedding date, full balance payment is required upon execution of this Agreement.

**CANCELLATION:** If for any reason the Couple (or any representative of the Couple) cancel the wedding date stated overleaf, or cancel the services of the Photographer, the booking fee paid upon making this Agreement is non-refundable and non-transferrable. It will be considered as liquidated damages to the Photographer and covers time spent emailing/meeting the couple as well as administration time and costs. Any cancellation must be made in writing to the Photographer and acknowledged in writing by the Photographer to the Couple. Should the Couple (or any representative of the Couple) cancel services from Shelby Ellis at Shelby Ellis Photography, the Couple will be liable to pay the Photographer compensation based on a percentage of the total fee, depending on when notice of cancellation is received: 12 weeks or more – booking fee; 12 weeks to 6 weeks – booking fee plus 50% of the balance invoice; under 6 weeks – booking fee plus 100% of the balance invoice. In the event of cancellation by the Couple leaving the Photographer out of pocket for any expenses such as travel and accommodation and where these costs cannot be recovered as a refund from the provider, or for any photography already undertaken in line with this agreement, the Couple will be liable for payment of these expenses.

**POSTPONEMENT:** If for any reason the Couple (or any representative of the Couple) postpone the wedding date stated overleaf, the Photographer may agree, at her discretion, to move the booking to a new date for which she is not already booked. The postponed wedding date may be no later than 12 months after the original wedding date. For postponements made to a date more than 12 months after the original wedding date, the Couple agree to pay any increase in price for services from Shelby Ellis Photography. Postponement to a date that Shelby Ellis Photography is not available for will be considered as cancellation and the above cancellation terms will apply. In the event of postponement by the Couple leaving the Photographer out of pocket for any expenses such as travel and accommodation and where these costs cannot be recovered as a refund from the provider, or for any photography already undertaken in line with this agreement, the Couple will be liable for payment of these expenses.

**BOOKED SERVICES:** The Couple agree to book Photographer for services outlined overleaf. There is the option to upgrade a package or add extras such as a second photographer or album, agreed in writing by the Photographer at least 4 weeks prior to the wedding date to allow sufficient time for the required arrangements to be made. The Couple agree they cannot downgrade the booked services to a lesser package than that stated overleaf.

**COVID RESTRICTIONS:** In the instance of Government restrictions banning weddings due to COVID-19 or similar, the Photographer agrees to be flexible and move the Couple’s wedding date free of charge, waiving the cancellation policy, and for the same rate booked as stated on this contract within 12 months of the original wedding date. For postponements further in advance than 12 months of the original wedding date stated on this contract, current wedding photography rates will apply for the chosen year. The Couple agree to check the Photographer’s availability for any proposed new wedding date before confirming with venue and any other suppliers. In the instance of Government restrictions meaning weddings can go ahead but at limited numbers, the Photographer agrees to waive Booked Services clause and discuss on a case-by-case basis for required photography coverage. All amendments to postponed wedding dates can be done so in writing via email with agreement from both the Photographer and the Couple.

**COLLECTION COSTS:** In the unlikely and unfortunate event that the Photographer is forced to sue the Couple to collect on the balance of a contract payment, all legal fees and collection costs are recovered from the Couple in addition to any outstanding contract balance.

**COOPERATION:** The Couple and Photographer consent to cooperate and communicate with each other to achieve the best possible result within the understanding of this contract. The Couple are required to fully complete and return the Photography Plan to the Photographer at least 7 days prior to the wedding date. The Photographer should be provided with a helper (named on Photography Plan) who will point out key individuals to be photographed and be used as a contact on the Wedding Day. The Couple also agree to give the photographer sufficient warning of key events at the wedding to give the Photographer time to prepare. Key events include but are not limited to: bouquet toss, cake cutting, speeches, etc. If warning or timings are not given, Photographer cannot be held responsible for lack of images of such events. Please note that not all guests at a wedding like having their photo taken. In such cases the Photographer will use discretion but cannot be held responsible for a lack of photos of these people.

**THE SCHEDULE:** Both the Couple and Photographer agree that punctuality and cooperation are essential to producing outstanding photographic results. In the case of the wedding not running on time (i.e. lateness arriving to the ceremony or speeches running over) the agreed set of photos cannot be guaranteed. Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the Photographer, in co-operation with the Couple, will make the necessary changes to the schedule and will do her best to produce coverage of the wedding within the time allocated to her.

**PHOTOGRAPHER:** The Principal Photographer will be Shelby Ellis, and on occasions she deems appropriate a second photographer of her choice may be provided at an additional cost, unless otherwise agreed. On these occasions, the second photographer is also covered by the clauses in this contract. This person(s) will be the only stills photographer(s) allowed to attend for financial gain. Most wedding guests will have digital cameras and will want to photograph the Couple. In the spirit of cooperation the Couple agree to give the Photographer precedence over guests in order to take the photographs required for the wedding services agreed. The Couple agree that Shelby Ellis at Shelby Ellis Photography (and second photographer if applicable) will be the only professional Photographer(s) to photograph the wedding day. The Photographer cannot be held liable for a lack of wedding photos of any kind if the Photographer’s work is interfered with or interrupted by guests or other suppliers taking their own photos during the wedding day.

**HOUSE RULES:** Note the Photographer is sometimes limited by rules imposed by registrars, priests, vicars, ministers and venue management as to what can and cannot be photographed. For example, some ministers insist that no flash photography is allowed, and others will insist that the photographer only shoot from a specific location/angle. In some church ceremonies no photography is allowed at all and in all such circumstances the Couple agree to accept the technical limitations that may be imposed on the equipment used. The Photographer advises the Couple to make themselves aware of the rules of the venue(s) concerned and if necessary, negotiate with those concerned, and in such cases alert the Photographer prior to the wedding date.

**FOOD:** Whilst it is not a requirement for the Couple to provide the Photographer/second photographer with a substantial hot meal during the wedding breakfast, it is appreciated with thanks. In instances where this is not provided, the Photographer(s) reserves the right to leave the premises to obtain food. The Photographer cannot be held accountable for any missing photography coverage during the time away from the premises obtaining food, however long this may take. Where a meal is to be provided, the Couple agree that they will note to caterers to provide the Photographer(s) meal as soon as possible after the top table have received theirs, so that the Photographer(s) has sufficient time to eat before resuming her services. The Photographer cannot be held accountable for any missed photography coverage due to food being provided late.

**COPYRIGHT LAW:** English Copyright Law states that the copyright of photographs shall be retained by the Photographer. The Couple are granted license to use the images for personal use in print and other personal hard copy. The Couple are granted license to use the images on their personal website(s)/social media and the personal website(s)/social media of their friends and relatives. No license is granted for any commercial use. The provision of digital images to the Client does not grant the Client permissions to re-edit or alter the photographs in any way; doing so is misrepresentation of the Photographer and their work and will be seen as a breach of copyright. If any other wedding suppliers would like to use the images for promotional use the Couple agree to obtain permission in writing from the Photographer. In such cases, credit must be given at all times to the Photographer.

**MODEL RELEASE:** The Couple grant the Photographer irrevocable and unlimited consent to use the wedding photographs for portfolio, editorial, online, competition, advertising and any other purpose and in any manner, and to alter the photographs without restriction. The Couple hereby release the Photographer from all liability and claims in connection with the images. As representatives of all their guests (including children under 18) present on the wedding day, the Couple agree that this Model Release clause also be upheld for these persons.

**LIMIT OF LIABILITY:** In the unlikely event of the Photographer being ill or injured, or unable to perform due to any other circumstances beyond the control of the parties and cannot supply the wedding services agreed, the Photographer will do everything possible to source a replacement wedding photographer of the same or similar standard. If a replacement photographer cannot be found in these circumstances, liability is limited to a refund of any payments received to the Photographer from the Couple. This limitation on liability shall also apply in the event that images are lost through equipment malfunction, lost in the post or otherwise lost/damaged/destroyed for reasons beyond the control and without fault of the Photographer. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of original images supplied.

**PERSONAL ACCIDENT:** Any directions issued to Clients, their guests or employees during a photographic shoot are deemed to be at said person’s own risk. The Photographer cannot be held responsible for any personal accidents during a photographic shoot.

**DELIVERY OF IMAGES:** Images will be completed and received as an online viewing gallery between 4-6 weeks after the wedding date. Photographer has consent to edit the images in line with current editing style and Couple may not reject images based on style and composition. Basic editing (colour-correcting, exposure, cropping and straightening) is included but advanced editing (skin retouching, people or object removing) will be subject to an additional charge of £10 per image and outsourced to a professional retoucher. The Couple are advised to keep a back-up copy of all images. The Photographer will aim to maintain backup copies of the original and retouched images in archive for a period of 12 months from the wedding date. After this time the Photographer cannot guarantee a backup of images and will not be held responsible for any loss of images on the part of the Couple.

**THIRD PARTY PRINTING:** Print products can be ordered via the online gallery hosted by the Photographer.It is strongly recommended to use this method, it being the Photographer’s preferred print lab, to achieve higher quality and truer colours. The Photographer cannot accept any responsibility or liability for colour balance or lesser quality of any prints reproduced by the Couple using home printers or third party print labs.

**PRIVACY POLICY:** Shelby Ellis Photography takes your privacy seriously and will not sell or share your information and promises to only contact you in line with your wedding photography booking, unless otherwise requested. All information is kept digitally and no hard copies of any personal information are made. Please refer to <https://www.shelbyellis.co.uk/privacy-policy> for the most recent Privacy Policy.