

Terms and Conditions

Thank you for taking an interest in White Feather Photography (“us/we/our”). Please read these Terms and Conditions carefully. Should you decide to use our services we will ask you to sign a printed copy before payment of the balance relating to our services. We will be happy to answer any questions or concerns you may have in relation to these T&Cs at any time.

1. Definitions

- Booking Form - A booking form signed by you further detailing the Photo Services.
- Photo – Any photograph, transparency, negative, design, artwork, painting, engraving, digital image file or any other item which may be offered for the purpose of reproduction taken by Hannah Walmsley (or other such photographer who we shall choose in consultation with you).
- Photo Services – The event or series of events during which we shall provide photographic services to you i.e. for a Wedding this shall be the Wedding Day or for a portrait this shall be the day of taking the portrait(s).
- Reproduction - Any form of publication or copying of the whole or part of any Photo whether altered or not and whether by printing, photography, slide projection (whether to an audience or not), xerography, electronic or mechanical reproduction or storage, or for any use as artist’s reference or illustration, or in a layout or presentation.
- Session Fee – A non refundable fee taken for our Photo Services in relation to portrait photography.

2. Ownership and Copyright

The copyright and all other rights in the Photos shall be retained by Hannah Walmsley, trading as White Feather Photography (the “Photographer”). The Photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

3. Pricing

The prices on the website may be out of date. We reserve the right to adjust prices at any time without prior notice. All prices are in sterling (£). The correct price for the Photo Services shall be stated on the Booking Form.

4. Booking Fee and Balance

4.1 Weddings - A £150 deposit is required. Once this has cleared your Photo Services will be reserved. All deposits are non-refundable once paid. The outstanding balance of payment must be settled 1 month before the Photo Services.

4.2 Portrait(s) – A Session Fee will be taken on the first day of the Photo Services. This Session Fee is non-refundable. The balance is payable on delivery of the finished photos.

4.3 Any time in addition to that on the Booking Form shall be chargeable at £[50] per hour.

5. Payment

Payment can be made by the following methods:

- Cash
- Cheque – Payable to Hannah Walmsley

6. Change of Date

If you need to change the date of the Photo Services then any new date will be subject to the Photographer’s availability. We shall use reasonable endeavours to arrange an alternative date for the Photos Services. If we can agree a revised date we will ask you to fill in a new Booking Form which shall constitute a new agreement on these same Terms and Conditions. In the event that we cannot agree another date with you then the deposit will be lost.

7. Our Obligations

We will use reasonable endeavours to supply the Photo Services as detailed in the Booking Form in a professional manner (time not being of the essence in respect of any of our obligations).

8. Your Obligations

You agree to co-operate with us in all matters relating to the Photo Services and to supply us with all information reasonably requested by us in order for us to carry out the Photo Services.

9. Force Majeure

9.1 We shall have no liability to you under this Agreement if we are prevented from carrying out the Photo Services by:

9.1.1 the bride and groom or wedding party not being on time and/or the church, the reception, or the place of the wedding having photography restrictions;

9.1.2 any inhibiting background, location, or additional arrangements with other photographers; and/or

9.1.3 any acts, events, omissions or accidents beyond our reasonable control, including strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, inclement weather or default of suppliers or sub-contractors.

9.2 In the event of incapacitating illness or injury to the Photographer we shall have the option, whenever possible, to mutually agree with you a replacement photographer to carry out the Photo Services. If we cannot agree a replacement then we shall refund to you any fee paid in relation to the interrupted Photo Services in full (subject to our limitation on liability in Clause 10).

10. Liability

10.1 Our entire liability for any breach of this Agreement or any representation, act or omission (including negligence) shall be limited to our fee in relation to the Photo Services and we shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

10.2 The limitation on liability shall also apply in the event that Photos are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged where the Photographer is not liable.

10.3 Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from negligence; or any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

11. Wedding Insurance

You are advised to take out an appropriate wedding insurance policy if you are booking the Photo Services for a wedding.

12. Cancellation

If a cancellation occurs within 90 days of the date of the wedding, payment will be expected in full to cover costs actually incurred by the Photographer in preparation of the Photo Services.

13. Advertising and Promotion

We reserve the right to use all images for advertising purposes (including website based advertising, leaflets, brochures, postcards, galleries and competitions).

14. Reprints

All reprints or enlargements ordered by you will be presented in lustre (a professional matt finish) unless otherwise stated by you at time of ordering. Size of reprint or enlargement must also be stated at time of ordering. All orders must be paid in full either by cash or cheque before they are dispatched.

15. General

- These Terms and Conditions and the Booking Form constitute the whole Agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.
- No variation or agreed termination of this Agreement or of any document referred to in it shall be effective unless it is in writing.
- If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

- A person who is not a party to this Agreement shall not have any rights under or in connection with it.
- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

Please indicate your acceptance of the above by signing below. Thanks and best wishes.

Read and Understood:

Signature

Print Name