



TERMS & CONDITIONS

IMPORTANT - please read and agree to the following terms and conditions
(Standard Photographer/Videographer Ts & Cs)

In the following terms and conditions "The Photographer/Videographer" shall mean any Steenson Film & Photography Services appointed persons. "The Client(s)" shall be those defined as the bride and groom or the clients in the wedding booking.

A signed copy of this Agreement and a Booking Fee are required to secure The Photographer/Videographer's services for The Clients date. The booking fee will be deducted from your total balance. The remaining balance will then be payable 30 days before the wedding. In the event that The Client fails to pay the remaining balance within fourteen (14) days of the wedding date, The Photographer/Videographer may, at their discretion, treat this agreement as if terminated by The Client.

Upon payment of the booking fee, The Photographer/Videographer will reserve the event date on behalf of The Client(s) and reject all other requests for event coverage on that date. Thus, if for any reason the wedding is cancelled or postponed, all monies paid are non-refundable or non-transferable to a new date (This does not apply to our COVID Policy). To reserve a new date a new booking fee will be required at the current rate.

The Client(s) may cancel this contract any time after it has been signed by sending written notice to The Photographer/Videographer. If the written notification is received more than 120 days before the date the wedding is due to take place then The Photographer/Videographer will reimburse The Client(s) any monies paid, except for the booking fee.

If the written notice of cancellation is received within 120 days of the due wedding date then the amount of the price that The Photographer/Videographer shall be entitled to is calculated in accordance with the table below;

0-30 days = 100%, 31-60 days = 75%, 61-90 days = 50%, 90-120 days = 25%, 121+ days = 0% except booking fee

While every reasonable effort will be made to produce and deliver the agreed film/photography of the event, The Photographer/Videographer's entire liability to The Client(s) for any claim arising from The Photographer/Videographer's performance or agents and servants (including second shooters, processing laboratories and postal and delivery agents) is limited to a refund to The Client(s) of the amount paid for services.

If The Photographer/Videographer is involved in an event rendering him/her unable to capture the wedding, liability is limited to a full refund of monies paid. In the unlikely event of photographic equipment failure, the limit of liability for a partial loss of originals shall be a prorated amount of the photographs lost based on the percentage of the total number of originals.

In the unlikely event of personal illness, Acts of God, or other circumstances beyond the control of The Photographer/Videographer, a substitute photographer of high qualifications may be sent to fulfil the obligations of The Photographer/Videographer herein contracted. If a substitute photographer/videographer is provided, The Client has the right to refuse to accept the substitute photographer/videographer and may instead terminate this agreement and receive a full refund of all monies paid.

CREATIVE LICENCE

The Photographer/Videographer shall be granted creative and artistic license in relation to the choice of locations and poses used. Judgement on style and the number of photographs taken and delivered shall be deemed correct. On its own behalf, and on behalf of the subject, The Client acknowledges that they are familiar with The Photographer/Videographer's portfolio and are requesting services with knowledge of The Photographer/Videographer's style; that The Photographer/Videographer's work is constantly evolving; that The Photographer/Videographer's services are of unique and artistic nature; that the photos may be different from photographs taken by the Photographer/Videographer in the past; and that in creating the photos, The Photographer/Videographer shall use his personal artistic judgment to create images consistent with his personal vision of the event, which vision may be different from The Client's vision of the event. Accordingly, The Client acknowledges that the photographs shall not be subject to rejection on the basis of taste or aesthetic criteria.

The Photographer/Videographer will endeavour to take all the photographs/video agreed. However, because a wedding is an uncontrolled event, The Photographer/Videographer cannot guarantee delivery of any specifically

requested image(s)/footage), especially if timings or events are altered without our knowledge. Due to changes of the weather and the availability and willingness of subjects The Photographer/Videographer will do their best to honour requested photographs/footage but cannot undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

During a wedding, The Photographer/Videographer will automatically re-take any photograph/video where they have seen that someone has blinked, but it is impossible to guarantee to see them all. The more people in the photograph the more difficult it is to see everyone.

The Photographer/Videographer will provide a pleasing colour balance but cannot guarantee exact colour matching. Owing to anomalous reflectance caused by a combination of certain dyes and materials, especially man-made fibres, it is sometimes impossible to record on film/digital media the exact colour of materials as seen by the human eye.

Any additional editing and/or retouching will be subject to an hourly rate of £40 per hour. Retouching includes but is not limited to additional skin softening/smoothing, correction of hair/makeup/clothing, swapping a face from one image to another, environmental effects, reflections in glasses, teeth whitening, brightening of eyes, and bodily enhancements.

HOUSE RULES

If guidelines from the ceremony official and/or the reception site management limit The Photographer/Videographer The Client agrees to accept the technical results of their imposition on The Photographer/Videographer. Negotiation with the officials for moderation of guidelines is The Client's responsibility; The Photographer/Videographer will offer technical recommendations only.

OTHER PERMISSIONS

The Client is responsible for obtaining any other permissions/approvals necessary to enable Steenson Film & Photography Services to provide the services and provide the deliverables under this agreement. Where the Client fails to obtain the permission, they will be liable for cancellation as set out above.

WEATHER CONDITIONS

The Client acknowledges that Steenson Film & Photography Services may be unable to provide the services and operate its aerial equipment in certain weather conditions.

Steenson Film & Photography Services will be unable to provide the services on the date if:

- Steenson Film & Photography Services's Pilot in Command deems that it is unsafe to fly due to prevailing weather conditions, or the Client or its representatives directs Steenson Film & Photography Services that the weather conditions are not suitable for the deliverables.
- If possible Steenson Film & Photography Services will endeavour to arrange to provide the services as soon as possible after the agreed date where possible.

Should work be interrupted by a change in weather conditions, Steenson Film & Photography Services will arrange a further site visit to carry out the services where possible. The Client will be liable for any costs incurred by Steenson Film & Photography Services and its contractors as a result of re-scheduling the services.

Where it is not possible to re-schedule the services due to the Client's requirements, the normal cancellation policy will apply.

Steenson Film & Photography Services is not responsible for delay or failure to provide the services due to the prevailing weather conditions and cannot be held liable where this results in loss or damage to the Client.

DELIVERY

Once a set of high-resolution digital files have been delivered, the responsibility to preserve the images/films passes to The Client, and the decision whether The Photographer/Videographer will keep a copy or not will be entirely at The Photographer/Videographer's discretion.

Delivery of images/films are typically completed within 12-16 weeks, however this is not a guarantee, especially during busy season.

COPYRIGHT

The 1988 Copyright Act assigns the copyright to The Photographer/Videographer. It is contrary to the Act and strictly illegal to copy or allow to be copied, any film/photographs covered by this contract. The Photographer/Videographer grants The Client permission to make copies of the images under the conditions that the images taken by The Photographer/Videographer are for personal use by The Client and their friends and relatives. Sale, Publication or any Commercial use of the film/photographs is not allowed without prior written permission from The Photographer/Videographer.

AMENDMENTS

This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by The Client and The Photographer/Videographer at the time of acceptance of this contract shall be recognised as amendments to this contract.

In the event of any dispute regarding this contract, both parties agree to attempt to obtain a conciliation before taking any other action. By completing this document, you are entering into a legally binding contract and you are urged to read the terms and conditions carefully.

HARASSMENT

The Clients acknowledge that they are responsible for ensuring appropriate behaviour by their guests, wedding party, and other vendors. In the event that the Photographer/Videographer identifies any inappropriate, threatening, hostile, or otherwise offensive behaviour directed at them, their assistants, or their equipment, The Photographer/Videographer reserves the right to end coverage of the events, retain all fees paid by the Client, and hold no further responsibilities to the Clients.

Photographer agrees to notify the Clients of any of the above-listed behaviours, and give them an opportunity to correct such behaviours or remove the offending individuals from the venue prior to ending event coverage.

MODEL RELEASE

The Client hereby grants The Photographer/Videographer the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included for editorial, trade, advertising or any other purpose and in any manner and/or medium considered standard by the wedding industry. Such mediums/purposes include, but are not limited to: advertising, internet promotion, photographic contests, public displays, photography books, wedding blogs, studio display, sample wedding albums, and any other use thought proper by The Photographer/Videographer and considered standard by the wedding industry.

For any children or minors whose parent(s) or guardian(s) do not wish them to be filmed or photographed please make me aware as soon as possible and also inform the parent(s)/guardian(s) to do their utmost to keep the child/minor out of shot.

If you are not happy for Steenson Film & Photography to use your footage and photos for editorial, trade, advertising or any other purpose please inform us.

TEL: 07340562484
WEB: www.steensonsfps.com
FACEBOOK: [STEENSON FILM & PHOTOGRAPHY SERVICES](#)
INSTAGRAM: [SteensonFPS](#)

