

# WEDDING PHOTOGRAPHY & FILM

## TERMS & CONDITIONS



### BOOKING & PAYMENT

- A non-refundable booking fee of £300 and a completed booking form is required to secure a booking. The booking fee is subtracted from the remaining balance.
- Full payment of the remaining balance is required 30 days before the wedding date unless agreed otherwise.
- Changes to your film package choice are permitted up to seven days before your wedding dates. \*Subject to availability.

### ADDITIONAL COSTS, RESTRICTIONS & CANCELLATION POLICY

- There are no travel charges throughout most of the South West of England. We reserve the right to charge travel fees, but we will advise you of this at the time of booking. We pay parking costs under £5 (total) but any further charges combined during your wedding day will be charged back to the client. This is particularly important for city centre weddings where parking fees are very expensive. We recommend to all clients to try and source free parking for the camera crew to avoid any surcharges after the wedding.
- It is your responsibility to obtain any permissions, licences and pay any fees to any venues/locations or entertainers/musicians performing, where filming/photography will take place. Heather Bailey will not be responsible for coverage lost due to access/venue restrictions, and no refund will be offered.
- We will work with Health and Safety issues in mind and reserve the right not to film in dangerous or unsafe situations.
- Cancellations must be in writing (email or letter).  
Should, for whatever reason, you have to cancel the booking the following charges will be applicable:
  - more than 90 days before the wedding date the balance will not be chargeable and the non-refundable deposit retained.
  - between than 30-90 days before the wedding date 50% of the balance will be chargeable and the non-refundable deposit retained.
  - less than 30 days before the wedding date 75% of the balance is chargeable and the non-refundable deposit retained.
- Rescheduled weddings will only be accommodated if the new date does not conflict with another booked wedding.
- Heather Bailey reserves the right to terminate this contract at any time for any reasonable cause, e.g. accident or ill health. In this event, all monies paid will be refunded in full.
- If Heather Bailey or the allocated photographer/videographer is unable to attend your wedding date for any reasonable cause, another adept photographer/videographer with equivalent experience and

equipment may be assigned to cover your wedding instead.

- Inappropriate conduct by any persons on the wedding day, including but not restricted to wedding guests, venue staff, band members, etc. is not tolerated and will result in our photographers/videographers leaving your event without notice. Improper physical contact or continuous advances towards our female and male staff is taken very seriously and may result in termination of this contract, and a formal police report.
- In the unlikely event that we are required to cancel a booking due to staffing issues, dangerous driving conditions, acts of God, camera operator illness, equipment malfunction or any other unforeseen situations, you will be entitled to a full refund of all monies paid which is also the limit of any liability we have. In the event of severe weather making driving dangerous, if we cannot make it to your venue(s), you will be entitled to a full refund of all monies paid. In the event of severe weather where we successfully make it to your venue(s) but the wedding is cancelled (e.g. either by the venue closing, the wedding party being unable to travel), you will still be charged in full. We strongly recommend to all clients to take out wedding insurance to protect yourself from any losses should a disaster happen.
- All formal correspondence regarding your booking should be via email. Office hours are typically Tuesday to Thursday 8 am - 4 pm although this does vary throughout the year. Due to the nature of the business, we often work unsociable hours and aren't always available to take calls or reply instantly to emails and messages, especially during the weekend; please consider this if you've not heard back from us immediately. If your enquiry is urgent, mark it as 'urgent', and we'll endeavour to respond.

#### COVID-19 POLICY

- In the event that you're required to postpone your wedding due to Covid-19 government restrictions, we will endeavour to accommodate a new wedding date at no extra cost providing it's at the same location. Travel expenses may be applied for alternative venues. New bookings are subject to availability.
  - If we are unavailable on your new rescheduled date, we will commission one of our trusted photographers/videographers to capture your day in our absence. However, the edit and main storytelling of your day will still, of course, be done by Heather.
  - If you decide against the above option, you can cancel your booking, but my terms and conditions will apply, including the retention of your nonrefundable booking fee.
  - If you are required to move your wedding more than once (let's hope not!), we may include an administration fee of up to £100.
  - If you received a promotional discount for a 2020 booking this may not be transferable to 2021 and 2022 dates. If you received weekday or winter wedding discount and your new date is on a Saturday in the summer, then you will no longer receive the off-peak discount. However, if your new date is on a weekday in 2021, you will be eligible for weekday discount. Package prices are at the discretion of Heather Bailey.
  - Please note: Government-imposed restrictions may limit options for photograph opportunities for weddings taking place in 2020. Therefore we may not be able to capture the same dynamic range of images you see showcased on our website.

## SHOOTING YOUR WEDDING DAY

- It is the client's responsibility to inform Heather Bailey the venue locations, including post-codes (and directions, if necessary), and a full itinerary for the day, 14 days before the wedding date.
- We use our professional expertise and discretion to ensure that significant parts of the day are captured. Unfortunately, we cannot guarantee that we will be able to capture every aspect of the day as photography/filming takes place 'live'. We retain the artistic licence.
- The photographers/videographers primary focus will be towards the couple. Shots of guests and other elements of the day (eg. band/magician) may not be captured unless specified prior to the wedding day.
- We make every effort to produce a quality photographs/film and ensure all our equipment is of the highest quality and regularly maintained. We employ several backup strategies for sound and vision, however; we cannot be held responsible for any lighting, sound or interference issues caused by circumstances beyond our control. This includes camera/equipment failure, adverse lighting, noise issues and restrictions imposed by venues.
- We make every effort to arrive at locations on time, but we cannot be held responsible for lateness or non-attendance caused by circumstances beyond our control such as traffic delays, severe weather conditions, unexpected illness/incapacity, accident, technical, camera or equipment failure. In such cases, we will contact you as soon as possible to discuss alternative arrangements.
- While it is accepted that some guests may wish to make personal recordings of the wedding, the photographer/videographer reserves the right to ask them to stop if they become intrusive or distracting to the photographer/videographer. The client is solely responsible for the quality of the final product resulting from the obstruction of filming/photography or damage to the equipment caused by any guests and any other participants of the wedding. \*This has become a real issue, so you may wish to mention this to your guests prior to your wedding.
- We aim to be as discreet as possible during the day and work alongside other official photographers/videographers. We follow the events of the day as they happen and therefore, are not in control of the setting. This may lead to some images being in high shadow/contrast, or partial/temporary obstruction of subjects being filmed or issues of low/mumbled/no sound. We may be unable to take footage if another official photographer is not willing to allow filming when they are working. We are happy for you to pass on our contact details to the photographer so we can liaise with them in advance.
- Due to data protection laws and restrictions imposed by the vicar/registrars, the signing of the register may be filmed from a distance or not at all. In most cases, a 'mock' signing is created for the benefit of the photographer and videographer.
- We do not usually photograph/film during the wedding breakfast (dinner), and while we will not join the reception guests we would ask that a hot meal and a soft drink is provided for the videographer(s) during this time. On average, the working day is between 10-12 hours, with only a short break. If this is an issue (last minute booking/maximum covers booked etc.), then please contact us so we can make other arrangements.
- The photographer/videographer may supply a trusted assistant to ensure safety to our equipment and improve filming on the day of your wedding. This will be confirmed in advance and will be at no extra cost.
- It is the client's responsibility to provide details regarding preferred group photographs. We rarely capture more than 8-10 formal group shots as our shooting documentary shooting style involves more natural and un-posed photographs.

## EDITING & FINAL PRODUCT

- Music for your film will be selected and purchased from professional music licensing websites in accordance with copyright music laws. Heather Bailey has creative license to select the appropriate soundtrack for your film unless requested otherwise. For more information on these please contact us via email to [heatherbaileyweddings@gmail.com](mailto:heatherbaileyweddings@gmail.com)
- (FILM) We aim to have a copy of the final film available for you within 16 weeks of your wedding day. This is only a guide as a quality product is important for both you and us. You will be notified shortly after your wedding date of an estimated delivery date.
- (PHOTOGRAPHY) We aim to have copies of your final images uploaded to a viewing gallery within 60 days of your wedding day. This is only a guide as a quality product is important for both you and us. You will be notified after your wedding of an estimated delivery date.
- Prior to your final product, we will give you the option to view a 'preview' version online for you to view and approve.
- Once you have received your email link to your preview video, you have seven days to view and approve the photos/video. Should any changes be requested, you must email us the details. If we do not hear from you within seven days, we will despatch the video "as is".
- After the seven days or if you do not choose the preview option, you agree that changes to your film are chargeable at a rate of £50 per hour after.
- You must notify us within seven days of receipt of your final wedding DVD/Blu-Ray/Tablet/USB Stick etc. any faults, playback issues or missing content. If we do not hear from you within seven days, we will assume you are happy with the item(s) provided and any future corrections or changes will be chargeable.
- All photo/video masters and raw footage remain the exclusive property of Heather Bailey. No form of copying, reproduction or public display is permitted without prior consent from Heather Bailey. The edited master material may be retained but cannot be guaranteed, so it is advised that your purchase additional copies of your film.
- Once you have received your photos/film we would like to include snippets on our website (and or social media) to show to any prospective client who may wish to see a sample of our work. If you would like us to keep your film private, please put in a written request in the notes section of this form.

We confirm that we will comply with the provisions of the Data Protection Act 1998 as it relates to your personal data. Please note that we shall be entitled to assume unless you inform us otherwise prior to the event that all persons attending the event have consented to be recorded on the video. Information regarding the new GDPR regulations can be found via the Privacy Policy at the bottom of this page.

A copy of the terms and conditions are available to download via the link at the bottom of this page.

If you have any questions or are unsure of something, please send an email to [heatherbaileyweddings@gmail.com](mailto:heatherbaileyweddings@gmail.com)