

Contract Terms & Conditions

1: The contract is strictly between **Firehorse Photography Limited (FPL)** and the **Bride & Groom** and therefore only the Bride & Groom can complete and sign the booking documentation. Payments however can be made by anyone.

SMW = Simon Mark Whitten, photographer & film-maker and **JLW** = Julie Lynn Whitten, film-maker & album designer.

2: **FPL** retain overall 'intellectual' copyright on all images (as per international photographic copyright law) though hi res images can be purchased and supplied on a 'copyright released to print' basis on USB stick/digital download (print any image, any time in any quantity up to a minimum of at least 12" x 8" in size) and in book/album format and available as 'wall art' and prints for the clients own personal use.

Images supplied in any format should not be used commercially or passed to wedding vendors/suppliers without the written permission of **FPL**.

3: Standard payment is based on **£500 booking fee + £500 interim balance 6 months to date with the final balance on coverage and pre-ordered options due one month prior to wedding date** *or* **50:50 Pricing as per pricelist**. For weddings with less than 6 months to date, use **50:50 pricing**.

Please see Note 12 in regard to Queensberry products.

Payment is by bank transfer only with client responsible for any/all bank charges and international exchange rates.

Account Name: Firehorse Photography Ltd
Account Number: 03000575
Sort Code: 20-37-13
IBAN: GB24 BARC 2037 1303 0005 75
Bank Address: Barclays Bank, Harrogate, HG1 1QX, UK

4: Cancellation policy & fees as follows: 6+ months to date = £500, 3-6 months to date = £750, 0-3 months to date = £1000

Cancellation should be in writing which will form the effective cancellation date.

Postponement on the clients part will constitute transfer of services to a new date within 12 months of the original date subject to availability.

If availability cannot be found, cancellation policy comes into effect.

FPL will require the pre-payment of the max cancellation fee to be used against the balance of any Collection in regard to postponement.

*Why cancellation fees? Simply because **FPL** by accepting the clients booking are committing effectively a date specific week's work that gets harder to replace the closer we get to the date to the point where it becomes impossible (to replace) and becomes a loss of income, hence the sliding scale.*

Only 5 couples have cancelled in over 500 weddings / 15 years and your wedding insurance should cover this anyway in the unlikely event a cancellation is initiated on the clients part.

5: Wedding day coverage is based on commencing with bridal prep minimum 2 hours prior to the ceremony (not including any travel between place of prep and ceremony venue) and concludes after the first dance up to 9 hours in total. For weddings requiring longer or shorter coverage, plus use the package modifier.

6: In the event of **FPL** cancelling attendance for reasons beyond our control (such as 'force majeure', illness or death with regards to self or close family member etc), any/all fees paid by you will be returned in full and **FPL** shall not be liable for any kind of compensation claim.

An extensive 'similar style' photographer network exists to *help* find a recommended alternative with our policy to 'refund & assist'.

Cancellation by **FPL** due to *any* reason has *never* happened to date.

FPL cannot be held responsible for late attendance due to reasons beyond our control (vehicle breakdown, traffic etc) provided that every reasonable step has been taken to prevent this with all weddings taking place in excess of 100 miles distance, travelled to the day prior (ie, an overnight stay generally within a 25 mile radius of the place of ceremony) and for all weddings under 100 miles, extra is time allowed for the journey. This (lateness) has also never happened to date.

FPL cannot be held responsible for mechanical failure of photographic equipment providing that adequate maintenance has been carried out by **FPL** and sufficient back up equipment is carried on the day. This has never happened to date and **FPL** carry full professional indemnity and public liability insurance.

7: **FPL** reserve the right to use images from your wedding for our own studio, website, blog, social media business pages, venue promotion, advertising & marketing purposes including copies of albums. Confidentiality clauses can only be considered prior to booking and may be subject to an additional negotiated fee.

8: It is essential that **FPL** in order to provide results as expected, shall be the sole professional photographers/film-makers, ie, our services are not compatible with any other photographic service or video service (other than evening photo booths).

Guests taking random pictures is normal and expected and *not* an issue though a guest 'shadowing' or working independently or in a 'competitive manner', is.

Please discuss *prior to signing* if you are considering anything other than **FPL** sole coverage in regard to photography or filming.

9: **FPL** will endeavour to honour any requested images (other than extension of 'formal/family' group shots) but do not undertake to guarantee any specific image, background, location, group or specific quantity of images other than that stated.

FPL works in a mainly observational manner, usually referred to as photo-journalistic, documentary or reportage which means that the level of 'intrusion' and direction is minimal (other than directing up to 6 family groups taking typically 10-15 minutes, bride portraits typically 10-15 minutes and 'exclusive' B&G session typically 15-30 minutes depending on individual clients requirements and available timescale).

In regard to 'complicated' family/parent scenarios, of course **FPL** can make an exception and add a couple of different parent combinations, but otherwise our suggestions are designed to prevent this part of your coverage taking over and dominating the drinks reception.

Suggested/typical family group shots are as follows:

- 1: B&G + bride's parents
- 2: B&G + bride's family (parents, grandparents, siblings, any married partners & their children)
- 3: B&G + groom's parents
- 4: B&G + groom's family (parents, grandparents, siblings, any married partners & their children)
- 5: B&G + bridesmaids
- 6: B&G + groomsmen

This list is not designed to be restrictive, but constructive as in almost all of our clients have a story about a recent wedding where this aspect seemed to take over the day. It need not be so and the above covers the essentials within an efficient 10-15 minute period which coupled with a typical B&G exclusive means that couples spend usually a good hour mingling with guests during the drinks reception. As it should be.

10: FPL shall be granted access, creative licence and judgement on photographic style and book/album design deemed correct.

FPL is happy to consider 'special requests' providing that they are in keeping with the overall approach and style of FPL and are discussed and pre-agreed at a pre-wedding meeting, but are unable to work to 'shot lists' as these stifle creativity.

Editing/processing of images: All pictures are edited/processed in the FPL 'studio style' ie, a full set of colour images plus an additional extensive set of B&W conversions with all images captured and presented in our studio style formats depending on the end result (and discussion at a pre-wedding meeting) on the following basis: 1:1 or 16:9 with 16:9 being our standard in combination with any filmed approach and 1:1 optional for presentation purposes.

Images for files only clients are supplied in Stage 1 edited standard colour and standard B&W processing.

Images for print are presented with Stage 2 edited enhanced colour (2 options) and enhanced B&W processing (3 options).

11: Food: It is *not* necessary/part of this contract that FPL should be fed at your wedding, but the question is sometimes asked.

The best policy is either; sat at table as a guest, or zero catering required. Based on experience, anything in between is too hit and miss as venues/caterers are often too busy (rightly) to consider the photographers needs.

12: Books & Albums:

Submissions for images to be included should be made from the on-line gallery within 12 weeks of the wedding date otherwise after such time, FPL reserve the right to make these choices and put the book into production (in order to avoid a phenomenon known as 'dragging' where the photographer can look bad for not providing the book within a reasonable period of time!).

The F Book comes with a minimum of 50 up to a maximum 150 client choice images and printed on a choice of fine art paper, personalised cover and custom made presentation box (books with 100+ images).

Queensberry books & albums are available based on a case by case basis due to each being a bespoke custom order with a huge amount of personalisation.

Parents books or albums are only available in addition to a principal book or album and must be of the same type.

Payment for Queensberry items is by credit or debit card direct to the manufacturer via FPL. We will advise and invoice on an individual basis in this regard.

Collection of books and album is free otherwise charged at cost to UK or non-UK addresses (typically £15-£25) or client is free to arrange their own courier.

13: Media/Filming options:

All productions are supplied as 'final cut' versions and unless FPL are at fault, will not be altered without incurring an appropriate cost.

FPL cannot be held responsible for environmental conditions affecting either the filming or audio capture and audio cannot be supplied without the use of ultra-discrete lapel mics.

A Slideshow is a production combining still images with a soundtrack producing an end result of typically 7-8 minutes.

A Photo-Film is as above plus audio highlights from speeches producing an end result of typically 9-12 minutes.

A Macro-Film combines; photography, filming, soundtrack, audio (optional) and ambient sound capture producing an end result of typically 12-15 minutes.

A Micro-Film combines; photography, more extensive filming, soundtrack, audio (optional) and ambient sound capture producing an end result of typically 15-20 minutes and is covered by SMW & JLW.

Copyright license paid for soundtrack is either selected and supplied by FPL at zero extra cost, or client can choose from an extensive on-line library at cost.

14: Hi res print files are supplied upon submission of client book choice images or sign off of books & albums and assuming minimum payment has been made.

15: Wedding images in the on-line gallery will remain live/available for 3 calendar months starting between 2-4 weeks after your wedding date (ie, as soon as we have completed the editing/processing and contacted you). Our policy with regard to the on-line print facility is to charge one single price for a single print with sizes from 6" x 4" to 12" x 8" print (larger sizes available studio special order only).

16: Location photo-shoots: Available Mon-Thurs during daylight hours any time of year and any weather.

17: Office hours for coffee mornings, afternoon tea or evening nightcap are (with all meetings if taking place at the studio) are as follows:

Mon-Fri: mornings 9am-12pm (plus 6-8pm Tues & Thurs evenings Mar-Oct), Saturdays: 10am-1pm (any month) and Sundays: 10am-1pm (July & Aug only)

Please note that our studio is not only 'bijoux' and ideally only really suited to a max of 3 visitors, but not suitable for babies or children. As a rule of thumb, unless a child can entertain themselves for a minimum of 2 hours, we would politely and respectfully suggest an alternative arrangement is made.