



### **Wedding Contract, Terms and Conditions of Photography/Filming for Capture My Big Day**

It is mutually agreed that the following terms of the agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both Capture My Big Day and the client, in writing. By paying the booking fee you agree to the following terms.

**Booking Fee:** by paying a booking fee for each service provided (Photo and/or Video services) you agree in full to the terms of this contract.

The booking fee can be paid by Cash or Credit/Debit Card only. The booking fee will reserve the date requested for your wedding date. The booking fee is non-refundable after a cooling off period of 14 days.

Once the booking fee is paid the requested date will not be advertised to any other customers as being available.

**Payment:** All payment terms will be detailed in full on your tailored booking confirmation letter which will be received within 7 days of booking form and deposit being received. Payment terms will be defaulted to match the website offer unless expressly discussed when making the booking.

By paying the booking fee and returning this signed contract you agree that you have read and fully understand the schedule and terms of agreement in this Contract and realise that this contract becomes effective immediately. This includes any cancellation rates which will apply in case of any cancellation as clearly explained in the conditions.

Once this contract is signed and returned you will be sent a confirmation letter confirming your booking and detailing the balance and schedule.

If you have any questions please contact us by email, [Info@capturemybigday.com](mailto:Info@capturemybigday.com) or by telephone +44 (0) 151 903 1148 or +44 (0) 7988 793 433 Mon-Fri. 09.00-17.00 hours. All efforts will be made to respond to as soon as possible.



## Full Terms and Conditions of Filming/Photography for Capture My Big Day

1. **Exclusivity:** Capture My Big Day shall be the sole professional team providing the requested service (photography and/or video services) at the venue, unless agreed otherwise. However, family, friends and other guests are actively encouraged to take photographs and capture video clips throughout the day.
2. **Sample of Work:** The Photos/Videos that you have been shown is a selection from weddings we have captured. Your final product will be of a similar standard assuming there are no factors beyond our control which may affect the photographing/filming or post production.
3. **Quality:** To produce a level of quality in line with Capture My Big Day's usual standard for Photographs, Video and Audio, equipment such as lapel microphones, flashes and soft lighting is needed to be used on the day. Capture My Big Day are not responsible for any loss of quality as a result of the team not being able to use this type of equipment due to location restrictions, objections from people, other professionals or the clients. An example would be not wanting to wear a lapel microphone on the day to capture audio or a Church not allowing flash photography.
4. **Restrictions:** Some locations will have restrictions for photographers and videographers which prevents them from having a clear line of site of main action taking place on the wedding day, an example is, some churches will not allow people or equipment in certain places which can affect the angles we have to choose from or the visual and audio quality we can capture.

Capture My Big Day is not responsible for any effect restrictions can have on the final product. It is the responsibility of the client to inform Capture My Big Day in good time of any restrictions, so we are better prepared on the day.

5. **Instalment Payments** - Payments towards the balance can be made in advance of set deadlines as discussed with Capture My Big Day on an individual basis.
6. **Refunds of Advance Payments following Cancellation request** - In the event of a cancellation of either service, a £50 accounting and administration fee is applicable for each instalment previously paid to Capture My Big Day in accordance with the repayment schedule set out below.

Wedding dates are sold on average 16 months in advance meaning that the following repayment schedule will be put in place. The booking fee is non-refundable after the cooling off period. Refunds are given after any booking fee and administration/accounting charges are first deducted. If notice is given within 12 months of the wedding day no refund will be given. If notice within 14 months of the wedding day is given a 30% refund will be given after any administration and accounting charges. If notice is given within 16 months of the wedding day a 50% refund will be given after any administration and accounting charges. Any notice given before 16 months a 100% refund will be provided, after deductions. All refunds will be paid 30 days after being agreed.

7. **Technical failures:** Capture My Big Day takes more than reasonable steps ensure the wedding day events are captured to a high quality. These steps include having backup equipment available to the team on the day in the event of a technical failure. The technology used is very well maintained and chosen for its ability to work well under a verity of conditions however no technology is infallible. In the event of loss of Photographs, Video or Audio due to a technical failure/corrupted data/Visual and Audio Interference we will work with you resolve the issue. These events are extremely unlikely. In the event there is data loss that effects the quality of our usual standard we will work to resolve this with you and if needed, refund an appropriate amount limited to the total balance.
8. **Data loss/stolen:** Every effort is made to secure the important data captured and the equipment used throughout the day. In the event that our equipment is stolen or damaged by a 3<sup>rd</sup> party we will work with you to resolve the issue. This scenario would be considered 'out of our control' and therefore our liability would be limited to the total balance if it effected the quality of our usual standard.
9. **Events on the day:** if there are any events or surprises planned for the wedding day which are not previously discussed with Capture My Big Day this will affect the quality of it being captured if at all. Capture My Big Day is not responsible for information or wrong information being provided about the day's events.
10. **Final Content:** A wedding is a live event and the capturing of all agreed day's events for Photographs and Video is subject to the right conditions such as weather and the availability and willingness of subjects.

In addition, other factors can affect the final content such as, but not restricted to, technical failures, damage to equipment caused by accident or intentional, theft of equipment, tampering with our equipment, location restrictions, Injury on the day and interference caused by people and other professionals blocking line of sight.

Capture My Big Day will use their professional experience to try to overcome any of these obstacles within reason however no refund or discount of any kind will be given under these circumstances.

Capture My Big Day's judgment on photographic and video style and number of photographs and video clips taken shall be deemed correct by virtue of the professional experience of Capture My Big Day's team.

Due to changes in the weather and the availability and willingness of subjects, the team will do their best to honour any requested photographs or video shots, but does not undertake to guarantee any specific picture, background, location or group arrangement.

11. **Drone Shots** - Any work carried out by the drone is restricted by any weather and legal requirements. Capture My Big Day will endeavour to inform you of any legal restrictions such as



locality to airports or airspace if the drone is requested by you. Capture My Big Day will always endeavour to get the best shots from the drone however are unable to work around unsteady weather conditions such as wind, rain, or snow.

- 12. Cancellation:** If Capture My Big Day has to cancel this contract due to reasons beyond our control (death, injury, severe illness, etc.), our liability shall be limited to a full refund of all monies paid to Capture My Big Day.

If Capture My Big Day cancels the booking in writing the booking will be refunded within 30 days upon notice of cancellation. Capture My Big Day reserves the right to cancel the booking at any time.

If the client wishes to cancel the contract written notice must be provided as soon as reasonably possible.

Within 16 months of cancellation notice no fee will be charged.

Wedding dates are sold on average 16 months in advance so it is deemed reasonable that the date cannot be re sold within 6 months. Therefore, a cancellation notice provided within 6 months of the wedding date will be subject to a charge of no less than 50% of the remaining balance.

Wedding dates are sold on average 12 months in advance meaning that the following repayment schedule will be put in place for funds paid to Capture My Big Day. The booking fee is non-refundable after the cooling off period. Refunds are given after any booking fee and administration/accounting charges are first deducted. If notice is given within 12 months of the wedding day no refund will be given. If notice within 16 months of the wedding day is given a 30% refund will be given after any administration and accounting charges. If notice is given within 16 months of the wedding day a 50% refund will be given after any administration and accounting charges. Any notice given before 16 months a 100% refund will be provided, after deductions. All refunds will be paid 30 days after being agreed.

If trading ceases any monies paid will not be refunded to you. In this unlikely event please contact your wedding insurance provider.

- 13. Failure to make Payment:** Payments timescales are shown on the booking confirmation letter, typically payments are made at 2 stages, one before the wedding and one when the work has been completed and is ready for digital delivery.

In the event of the first payment not being made Capture My Big Day is not required to capture the day. However, the customers listed on the confirmation letter will still be liable for the first payment as it is unreasonable for Capture My Big Day to lose a date which cannot be resold in such a short time scale after its been clearly stated its been reserved for that customer and charges will apply for cancelling.

In the event of any 2<sup>nd</sup> payment required not being paid Capture My Big Day will not release the product in any form until the balance is paid.

In the event the final product is ready for delivery and the customer does not make payment a final demand letter will be issued. If payment is not made within 7 days of the date on the letter a charge of £150 will be applied to the outstanding amount to cover the cost of the administration now required to begin recovery of the outstanding balance.

After 7 days the case will be submitted to the HM Courts and tribunals service where interest on the outstanding balance can be applied.

- 14. Creative License:** Capture My Big Day shall be granted creative and artistic license in relation to the photographs and video captured, the choice of locations and poses used however will value any input from client's.
- 15. Privacy:** Capture My Big Day will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of Capture My Big Day. Should you wish to have any questions about this please contact us by email, [Info@capturemybigday.com](mailto:Info@capturemybigday.com) or by telephone +44 (0) 151 903 1148 or +44 (0) 7988 793 433.
- 16.** Capture My Big Day reserves the right to change these terms and conditions at any time with 7 days' notice given in writing. If you do not agree to the changes you can cancel with a full refund by notifying us in writing.
- By paying the booking fee and returning this signed contract you agree that you have read, fully understand the schedule and terms of agreement in this Contract and realise that this contract becomes effective immediately. You also agree that cancellation rates will apply in case of any cancellation as stated in these conditions.
- Once this contract is signed and returned you will be sent a confirmation letter confirming your booking and detailing the balance and schedule.
- 17. Copyright:** The 1998 Copyright, Designs and Patents Act assign copyright to Capture My Big Day. It is illegal to copy or allow to be copied by any means any photograph or video covered by this contract.
- 18. Display and Advertising:** Capture My Big Day reserves the right to use any photograph or video for display, exhibition, competition, and marketing in a responsible manner.

## International Weddings

- 19. Travel delays:** Capture My Big Day will make every effort to travel with potential delays in mind to ensure we are there with plenty of time for your big day. In the event of delays beyond our control which prevent us from travelling any further to you, we will endeavour to arrange a replacement photographer. In the highly unlikely event we are unable to attend due to travel delays beyond our control despite good measures taken. We will provide a refund in full to you within 30 days.

(At the time of writing this contract no delays have affected us being in place in good time.)

- 20. Travel charges:** these will be agreed in advance of booking and the total travel costs will be due 6 months prior to the wedding to allow flights and hotels to be booked. Failure to pay can result in the booking being cancelled and the customer being liable for all associated charges with the cancellation in accordance with this contract.

Please note the agreed travel fee once paid is non-refundable as it be used to secure flights, accommodation, car hire etc. please see your wedding insurance for refunds.

- 21. Final balance:** This will be due no later than 5 weeks before the wedding date, Failure to pay can result in the booking being cancelled and the customer being liable for all associated charges with the cancellation in accordance with this contract.

- 22. Covid-19:** In the event the restrictions imposed by the government prevent you from having the wedding you had planned we will happily re-quote you if needed. An example would be, the hours of coverage is reduced.

Should you need to move your date due to restrictions we will do this free of charge and carry across your existing package for free to your new chosen date subject to availability. Please use the public availability calendar on our website to check for a new date before booking one.

In the unlikely event Capture My Big Day cannot provide photo or film services on your new chosen date, a refund of the deposit and any amounts paid to date will be provided within 30 days, minus any work already completed such as basic admin costs and engagement shoots were applicable.

We are more than happy to convert your booking into something new such as an elopement or destination wedding, please contact us to discuss any ideas you have.

- 23. Summary:** These terms are intended to clarify where liability is limited to in a variety of scenarios. In any scenario to protect other weddings by protecting the business, the liability will always be limited to the total balance. Our ethos is to always work with our couples to make sure they are happy in the first instance, the couples experience is the highest priority every time.