

## Terms and Conditions

Last updated April 2020 - For period January 2019 - May 2022.

Important information regarding your Wedding Photography Services agreement contract.

### **What type of contract is this?**

This wedding photography contract is a **'mixed'** contract which includes both **'services'** and **'goods'**. The **'services'** part includes but is not limited to the venue visit, engagement shoot, wedding photography coverage on your wedding day, and the processing and editing of files afterwards. The **'goods'** refers to the digital download of engagement shoot photographs and where included, the USB drive that contains your wedding photographs. This also refers to any premium book or album if these are included as part of your chosen wedding photography package.

### **Who is the contract with?**

The wedding photography contract will be with Laura Martha Barker, trading as **'Laura Martha Photography'**.

### **What's the geographical address?**

The address of 'Laura Martha Photography' is: 73 Stow Avenue, Witney, Oxfordshire OX28 5GP

### **What's the total price that I'll be paying for my photography package?**

The total price of your goods and services can be found on your personalised contract and invoice. This will be supplied as a PDF or digital online document for you to check prior to making payment. Please note, there is no added VAT on the prices charged, so the price shown is the price you'll pay.

### **Are there any additional charges?**

Should an album be included in the package, the price will include an album **10x10 inches** and shall include **15 double page spreads** which will typically hold **approx. 70 photographs of your choice**. Should you want to upgrade your album to a larger size or to add more pages there will be an extra charge which is subject to the prevailing rates at the time the album is ordered. Due to the customer's choice, typically being made after the supply of wedding photographs, these charges cannot be reasonably calculated in advance, but up to date guidance is provided on the business website.

### **When do I have to pay, and when do I get the photographs?**

**Payment:** The payment is divided in to a **booking fee** and a **balance payment**. The booking fee is due on booking and the balance is due the 1<sup>st</sup> of the month, before the wedding date. This will typically be 2-6 weeks prior to the wedding date.

**Services:** File processing and editing will commence following the wedding date and shall be completed within **8 - 12 weeks**. The photos will be available to view in an online gallery once the editing is complete. A link will be sent to you via email.

**Delivery:** Where a USB drive is included or requested, a USB containing the wedding photographs will be delivered via Royal Mail or DPD Courier to an address supplied by the customer. Laura Martha Photography will check upon gallery delivery if this address has changed. Please notify any changes ASAP.

### **When do I receive the Prints, Album and/or USB?**

Your USB drive where included will be posted after the online gallery has been received by the clients, this will also depend on the selection of the two prints included in the package. If you have an album included in your contract, the USB may be sent at the same time as this. Timescale for the Prints/ Album will depend on how quickly you are able to choose cover personalisation if requested & content photos, and how busy I am when I receive your selection. I complete design work on a first come, first served basis so timescales will vary but I'll advise of approximate timescales when I receive your photo selections. The book production time is 14 working days from the time I place the order with my suppliers.

### **What if I have a complaint?**

Complaint handling policy: Any complaints should be made via email, within a timely manner. Complaints will be responded to within 7 working days. I request consumers contact me in the first instance so that I can resolve any issues satisfactorily.

### **Do I have a right to cancel this contract?**

Right to cancel; conditions, time limit and procedures in accordance with regulations 27-38. The consumer has a right to cancel at any time during the cancellation period without giving any reason, and without incurring any liability. The cancellation period is 14 calendar days after the contract has been signed and returned.

### **If I cancel after 14 days, how much will I need to pay?**

If the consumer exercises their right to cancel after having made a request in accordance with regulation 36(1) which stipulate the request must be in writing, the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4).

Cancellation costs for cancellation requests received after the 14 day period are as follows for January 2019 – December 2021:

*14 days after booking and up to 1 year before the wedding date. Balance due: **The Booking Fee***

*1 year to 6 weeks prior to the wedding date. Balance due: **The Booking Fee + 30% of the balance***

*Should the wedding be cancelled within 6 weeks of the wedding, **the full balance is due at 100%**. This is to cover loss of earnings.*

### **At what stage would I not be able to cancel?**

The circumstances (under regulation 28) in which there is no right to cancel: 'The consumer ceases to have the right to cancel a service contract under regulation 29(1) **if the services have been fully performed**, and performance of the service began (b) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader.

The USB, Prints and the wedding album is the **'goods'** part of this contract. In accordance with 28(b) of the regulations, as the nature of the wedding photographs are **'made to the consumer's specification or are clearly personalised'** the USB, Prints and the wedding album is exempt from the consumers right to cancel.

### **What is the legal duty of Laura Martha Photography in this contract?**

The service provided will be as advertised, and should Laura Martha Photography be unable to provide this service due to unforeseen circumstances including but not limited to injury or sickness, force majeure and death, Laura Martha Photography is responsible for providing details of an equivalent service with an alternative photographer of an equivalent standard. Upon an instance of 'death', Laura Martha Photography has a plan in place, where her next of kin will be in touch to make alternative arrangements.

### **Is there after-sale customer service?**

I offer an after sales service available after the gallery is provided. Once gallery has been delivered should the couple require any help, support or advice with using the photos or arranging their own prints or other products with the photographs. There is no end date to this service, however it may be limited in peak season months of May – October. **Consumers are advised to contact me mid-week between 9am - 5pm should they require after sales advice.**

### **Is there a booking fee to pay?**

The **booking fee is 20% of the agreed services and product total amount.** The contract starts when this fee is paid by the consumer. This booking fee is not refundable after the 14 days' cancellation period has expired.

### **Are there any technical protection measures? (Copyright):**

The copyright of the images remains with 'Laura Martha Photography' as per the 'copyright, designs and patents act 1988'. A licence is granted within this contract which allows pictures to be reproduced by the consumer for personal use. Pictures should not be supplied to media or commercial businesses. Should a media or commercial business want to use the photos, please ask them to contact me directly. The quality of my photos is really important to me so I like to supply correct size files if they are being used on other suppliers websites. Any commercial business that use the images without express permission from Laura Martha Photography may be liable to a fine, or the fee owed for commercial use.

### **Do I need any special hardware or software to view the photos?**

The wedding photographs will be supplied in JPEG format within an online gallery. The clients will require a computer with a USB port to view the photographs when requesting a USB drive, use USB will likely be a USB 2 or USB 3. Two sets of photographs can be supplied. However, one set is typically supplied. The typical images supplied are large files, which will typically be 5000 pixels on the longest edge. An additional set labelled small which will typically be 2048 pixels on the longest edge, which can be requested. The small set are sized for optimal display on social media displays. The consumer will not require any specialist software as the photos can be viewed within standard Windows or Apple software that is supplied with their computer. Please download all images via the online gallery upon supply. The gallery will typically be available for 10 months, before being achieved.

## Wedding Albums

Wedding albums are designed in the quieter season. **Album design is not available during July, August & September.** Once a client has selected a number of 'favourites' post gallery release, an Album design will be uploaded to an online gallery for checking, and couples are welcome to suggest changes and alterations at this stage.

As wedding albums are bespoke, handmade products that are individually commissioned for each couple they are **exempt** from the regular 'returns' part of the '**Consumer Rights act 2015**', with that in mind it's important to take the time to fully check design and cover proofs that will be emailed to you.

Album design is a collaborative process involving input from couples in choosing and sharing album photos with me and advising of preferences with design and customisation. The time involved in designing wedding albums can vary considerably depending on the features of your design. If your album design will feature lots of personalised elements, the process will be longer and require more input from you.

There may be software & printing limitations that will affect what changes are possible and should these affect you, I'd advise of this during the design process.

In the unlikely event that I'm unable to design your album to your preferences, my liability will be limited to a refund of the album cost, which will be shown separately on your contract.

## Wedding Album Storage

Wedding albums are **temperature and humidity sensitive** and should be stored at room temperature and not in a loft or out building. Warping of the pages can occur if they are stored below room temperature or in humid conditions. However, if this does happen, pages should return to normal within a couple of weeks of correct storage. Wedding albums should be stored flat to protect the spine, unless advised otherwise.

## Right to Cancel and postponement

You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day the contracts starts, which is the day the booking fee is received. To exercise the right to cancel, you must inform us (Laura Martha Photography, 73 Stow Avenue, Witney, Oxfordshire OX28 5GP) of your decision to cancel this contract by a clear statement (e.g. letter sent by post or email). You may use the attached model cancellation form at the end of this document, but it's not obligatory.

To meet the cancellation deadline of 14 days, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation If you cancel this contract (made within the 14 days' time period), we will reimburse to you all payments received from you. We will make the reimbursement using the same means of payment as you used for the initial transaction, in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay Laura Martha Photography an amount which is in proportion to what has been performed until you

have communicated your cancellation request from this contract, in comparison with the full coverage of the contract.

Further information on cancellation under standard circumstances after the 14 days cooling off period; please refer to 'If I cancel after 14 days, how much will I need to pay' for payment terms.

In the case of Force Majeure and circumstances when either party cannot fulfil their contractual obligations in full. Postponement or cancellation is required to take place before the wedding date lapses, and giving as much notice as possible. A postponement or cancellation is required via email to [lauramarthaphotography@hotmail.com](mailto:lauramarthaphotography@hotmail.com) or post to Laura Martha Photography, 73 Stow Avenue, Witney, Oxfordshire OX28 5GP.

The cancellation and payment structure as follows; Laura Martha photography is entitled to 20% of overall costs for the photography services upon cancellation (including cancellation due to a force majeure situation), this can be paid using the booking fee, additionally any costs incurred from products and services purchased and received (including but not limited to Couple shoot, albums, USBs and Prints) are to be paid separately. These costs are non-refundable due to the nature of work already carried out. Any additional payments which were made towards the wedding photography services will be refunded as per structure outlined in the cancellation period section, excluding any products or services purchased and received.

In the case of postponement due to force majeure or circumstances beyond the control of the couple (such as, and not limited to the venue being unable to proceed with the booking), Laura Martha Photography will move the photography services to an alternative date where available and mutually agreeable.

The utter most care and thought is put into ensuring that couples are helped as much as possible during tough times.

## **Data Protection and Privacy**

**Updated January 2021**

We, Laura Martha Photography regard your privacy with the utmost importance. Information we collect from you; where you choose to provide it to us, enables us to establish what photography services will better suit your needs, and enables us to create a bespoke contract and invoice for our services dedicated to you. By providing us with your information, you consent to us processing it for this purpose. We will not pass it on to any third party. By signing this form, you are giving Laura Martha Photography permission and consenting to the policies outlined.

Information Laura Martha Photography will collect from you.

- 1) **Personal Details;** Name, postal address, telephone number, email address, and secondary contact information regarding additional contacts for your wedding/ event.
- 2) **Wedding/ Event Details;** Location, telephone number, Date, timings, and any additional information of third party involvement within the wedding/ event.
- 3) **Wedding Package Choice;** Specifically, Laura Martha Photography package choices.

### **What Laura Martha Photography does with your information.**

Information is collected within a pre-contract form, and via the Laura Martha Photography Website Contact form.

All information is solely used to compile a bespoke contract and invoice, to secure the wedding/ event schedule. Information is collected and stored within a password protected document, with no external persons authorised to access. Information is stored for 5 years from the point that a client sends a contact form, or returns a pre-contract form.

All information received via email, and the Contact form on the Laura Martha Photography website will be protected within a password protected email account.

You may revoke your consent to the processing of your data at any time, by sending an email to [lauramarthaphotography@hotmail.com](mailto:lauramarthaphotography@hotmail.com). You may ask us at [Lauramarthaphotography@hotmail.com](mailto:Lauramarthaphotography@hotmail.com) any time for information about any personal data we hold about you, or ask us to correct or delete that information. Our site may, from time to time, contain links to and from the websites of our partners or recommended supplier networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Any changes we may make to our privacy policy in the future will be posted on the Laura Martha Photography website. This will be listed on the Terms & Conditions page and where appropriate notified to you by email. Please check the website frequently to see any updates or changes to our privacy policy.

The Clients; I Give/ Do Not give consent: Please both reply to Laura Martha Photography via email giving consent.

#### Definitions and legal references

##### Personal Data (or Data)

Any information regarding a natural person, a legal person, an institution or an association, which is, or can be, identified, even indirectly, by reference to any other information, including a personal identification number.

##### Usage Data

Information collected automatically from this Website (or third-party services employed in this Website), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Website, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

##### User

The individual using this Website, which must coincide with or be authorized by the Data Subject, to whom the Personal Data refers.

##### Data Subject

The legal or natural person to whom the Personal Data refers.

##### Data Processor (or Data Supervisor)

The natural person, legal person, public administration or any other body, association or organization authorized by the Data Controller to process the Personal Data in compliance with this privacy policy.

##### Data Controller (or Owner)

The natural person, legal person, public administration or any other body, association or organization with the right, also jointly with another Data Controller, to make decisions regarding the purposes, and the methods of processing of Personal Data and the means used, including the security measures concerning the operation and use of this Website. The Data Controller, unless otherwise specified, is the Owner of this Website.

##### This Website

The hardware or software tool by which the Personal Data of the User is collected.

##### Cookies

Small piece of data stored in the User's device.

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#### Legal information

Notice to European Users: this privacy statement has been prepared in fulfilment of the obligations under Art. 10 of EC Directive n. 95/46/EC, and under the provisions of Directive 2002/58/EC, as revised by Directive 2009/136/EC, on the subject of Cookies.

This privacy policy relates solely to this Website.

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## Cancellation form

To:

Laura Martha Photography, 73 Stow Avenue, Witney, Oxfordshire OX28 5GP, with email address [Lauramarthaphotography@hotmail.com](mailto:Lauramarthaphotography@hotmail.com) and mobile number: 07970137117.

I/We hereby give notice that I/We cancel my/our contract for the supply of the Wedding photography service the I/we ordered on:

Name of customer:

Address of customer:

Signature of customer: (only if this form is notified on paper)

Date: