



PHOTOGRAPHIC

www.ybphotographic.com

020 8432 0898

## TERMS AND CONDITIONS

These are the Terms and Conditions that apply between the client, ("The Client", "you", "your") and YBPHOTOGRAPHIC Ltd. (YBPHOTOGRAPHIC", "we" and/or any photographer working under contract to YBPHOTOGRAPHIC Ltd.)

### 1. Responsibilities:

The Client may delegate payment to a designated representative. However, The Client remains responsible for confirming all negotiated services to be provided by YBPHOTOGRAPHIC, and YBPHOTOGRAPHIC's obligation to provide said services extends to The Client only. The Client remains responsible for any payments due under these Terms and Conditions.

### 2. Copyright:

- i) Copyright and ownership of all images recorded under the terms of this booking remain with YBPHOTOGRAPHIC.
- ii) The Client has no right to reproduce, by whatever means, nor authorise the reproduction of, any images created by YBPHOTOGRAPHIC unless specific permission has been granted, in writing, by YBPHOTOGRAPHIC.

### 3. Model Release:

The Client hereby gives permission for YBPHOTOGRAPHIC to display any images covered by these Terms and Conditions for the purpose of promoting YBPHOTOGRAPHIC, such as, but not limited to, brochures, display prints, advertising or website display, providing that these images are used lawfully and without harm to The Client.

### 4. Sole Photographer:

The Client agrees that YBPHOTOGRAPHIC shall be the sole professional provider of photographic services, paid or unpaid at the contracted event.

### 6. Videographers

Video coverage may compromise photographic coverage. We will work alongside video companies entirely at The Client's own risk with regards to the photographic record of the day and under the provision that photographic coverage has 'priority' on the event day itself. Under no circumstances may videographers shoot stills images during the event.

### 5. Execution of Services:

YBPHOTOGRAPHIC will make every effort to ensure The Client's satisfaction according to accepted industry standards. Any artistic interpretations by the photographer will be deemed acceptable and correct. Due to the changing and fluid nature of weddings, the photographer does not guarantee the production of any specific image(s). Weather, late arrival of subjects, missing persons, inadequate timelines, venue/officiant restrictions, guest interference, or any events outside the photographer's control, may prevent the creation of specific images. YBPHOTOGRAPHIC will adhere to any rules, guidelines or restrictions imposed by the ceremonial official and/or venue management. All images will be delivered in High Resolution Print Ready JPG format.

### 6. Payment Structure:

A booking fee of £250 is required to secure the event date and agreed timeline. This is non-refundable (unless the booking is cancelled by YBPHOTOGRAPHIC) and is offset against the total invoice value. Full payment for all agreed products and services is due 30 days prior to the contracted event. Non-payment of the outstanding fees by the due date will be deemed a cancellation by The Client.

### 7. Cancellation Policy:

All booking contracts are subject to a 14 day cooling-off period by the client.  
i.) Cancellation by The Client up to 4 weeks or more prior to the contracted

event will result in the loss, to The Client, of the Booking Fee.

- ii) Cancellation by The Client less than 4 weeks from the contracted event will result in a 100% cancellation fee.
- iii) Cancellation must be notified in writing and accompanied by any cancellation fees due.

### 8. Non-attendance by YBPHOTOGRAPHIC

Should sudden illness or other unforeseen incident beyond our control prevent YBPHOTOGRAPHIC from photographing your event, we will repay all fees paid by The Client to date, including the Booking Fee. Whilst we will make every attempt to assist you in finding a replacement photographer, we will not be liable for the charges of the replacement photographer, nor are we responsible for the performance of the replacement photographer.

### 9. Government Interference:

Should any act of government prevent the ceremony from going ahead, YBPHOTOGRAPHIC will allow the transfer of the Booking Fee to any new date within 12 months of the originally date free of charge, **strictly subject to availability**. If The Client chooses to cancel the booking altogether, this will be treated as a Cancellation under the terms above.

### 10. Order Processing:

- i.) All orders are bespoke, must be paid for at the time of ordering, and cannot be cancelled once work is in progress. No returns will be accepted unless the product is faulty.
- ii) All orders will be processed in the order in which payment was received, irrespective of the event date.

We undertake to preserve any images presented to The Client for a minimum of two years. Beyond that, YBPHOTOGRAPHIC takes no responsibility for the continued maintenance and storage of the files in question.