



# Terms & Conditions

It is agreed that the following terms set out the total agreement between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing

\_\_\_\_\_ (Client signature)                      \_\_\_\_\_ (Aurora Collective)

## **1. Booking Fee:**

- 1.1. The booking fee secures the time and services of Aurora Collective for the wedding and is non-refundable or transferable in the event of cancellation.
- 1.2. Once package is decided at consultation, a non-refundable £250 is to be paid at the consultation.
- 1.3. Extra payments can be discussed on date.

## **2. Cancellations:**

- 2.1. The client may cancel this contract at any time by giving written notice to Aurora Collective but in doing so will forfeit any monies so far paid (£250).
- 2.2. Cancellation within 4 weeks or less of wedding date will result in the payment in full.
- 2.3. All cancellation must be in writing.
- 2.4. Weddings that are postponed to a later date will retain fee provided that Aurora Collective can re-schedule for the new date and time.

## **2.5. It is essential to inform Aurora Collective as soon as possible of any changes of venue, times, or contact details etc in writing.**

- 2.6. Any alterations made to the booking by clients once details have been confirmed may only be made at the discretion of Aurora Collective.
- 2.7. If unable to accommodate alternative arrangements (such as change of ceremony date or venue) Aurora Collective is not liable to compensate the client(s) in anyway whatsoever.

## **3. Payments:**

- 3.1. Following payment of the booking fee, the balance of fees due is to be paid as follows: 100% of the full balance is to be paid 8 weeks prior to the wedding.
- 3.2. No photographs will be delivered until all payments have been paid in full.
- 3.3. Payment for additional images and services to be made as invoiced and paid within 28 days of the invoice date.
- 3.4. All payments must be by cheque, cash or bank transfer for which a receipt will be provided.

## **4. Production Time:**

- 4.1. Up to 12 weeks with teasers released on social media unless otherwise discussed.
- 4.2. Once your video/photographs are ready the client will receive their USB stick and an early access password to their online gallery. This is not to be shared until Aurora Collective has made a public release of images on social media.

## **5. Additional Costs:**

- 5.1. Travel/Mileage costs are included in packages.
- 5.2. Venues out of the UK will incur additional charges

## **6. Overseas Weddings:**

6.1. We are delighted to cover overseas weddings and will provide an additional estimate for overseas travel and accommodation if required.

## **7. Display:**

7.1. Aurora Collective may display and use photographs/videos included in this contract for promotional purposes online at Aurora Collective on social networking sites for Aurora Collective including but not limited to Facebook and Instagram, within portfolios, literature, display areas, exhibitions, competitions, advertising and slideshows.

7.2. If you do not wish this to be the case a 'buyout' fee is negotiable.

## **8. Images and Image Reproduction:**

8.1. All image sizes are nominal.

8.2. The Aurora Collective team will provide pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially manmade fibres.

8.3. It is sometimes impossible to record the exact colour as seen by the human eye.

8.4. Aurora Collective will edit images with warming filters and soft finishing touches.

8.5. Some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions.

8.6. The colour balance of prints made at different times or in varying sizes may also be variable. Images will be supplied in jpeg format.

## **9. Re-orders:**

9.1. All re-orders shall be treated as an extension of this contract and no responsibility for error will be given unless orders are given in writing.

## **10. Copyright:**

10.1. Any images or copies of images, whether stored digitally or any computer program including any source of object code, computer files or documentation relating to such images are **protected by the Copyright and Design Act 1988**.

10.2. The 1988 Copyright Act assigns the copyright of the images to the photographer, it is contrary to the act and therefore illegal to copy these images, or allow them to be copied, by any means photographic, by computer, internet or otherwise, by any person or machine other than by the photographer or appointed agents.

10.3. If the wedding photography package you choose with Aurora Collective provides you with the right to reproduce at leisure the relevant paperwork will be supplied to enable you to print out your images as required. Note: many photographic stores will require this before releasing your photographs.

10.4. If the client wishes to share any videos/photos by Aurora Collective they must credit the business and tag on social media.

## **11. Video Copyright:**

11.1. Unless otherwise stated in the order, Aurora Collective retains copyright in all their original material. Original material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the customer in relation to the order.

11.2. Delivery of any video content on the web is restricted to Aurora Collective only.

11.3. Video conversion, web streaming and other delivery of Aurora Collective content by third parties is not permitted.

11.4. The customer must ensure that permission is sought for the inclusion of any copyright material they supply to Aurora Collective to enable to deliver the products or services. The customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks, locations and music.

11.5. Aurora Collective retains the right to use this material in its original and editing form as they see fit, unless otherwise agreed in the order.

11.6. Music supplied by the customer to Aurora Collective for use in their production must be originally and legitimately owned. Aurora Collective accepts no responsibility for any breach in copyright for customer supplied music.

11.7. The Customer agrees to indemnify Aurora Collective in the event of any breach of copyright claims being brought against them in respect of material supplied by the customer.

## **12. Use of Drone:**

12.1. Aurora Collective cannot guarantee the use of the drone on the day, this is weather dependant.

12.2. Permission is required in writing from the selected venue.

12.3. Aurora Collective will run checks to see if the area is permitted for drone flight.

## **13. Data Protection:**

13.1. The Customer must ensure that all necessary arrangements have been made with and permissions obtained from, people and places that may be recorded on video as a result of Aurora Collective supplying the service(s) or product(s) and such recording is in compliance with Data Protection.

13.2. Aurora Collective reserve the right to use extracts from the finished production for publicity purposes on Aurora Collectives website, third party websites associated with weddings and social media and sample DVD's.

13.3. The client will notify those attending the event that they may be recorded on video and photography cameras and that by attendance they give their consent to being recorded.

## **14. Artistic Licence:**

14.1. Aurora Collective shall be granted artistic license in relation to the poses photographed and the locations used.

14.2. Aurora Collective's judgement regarding the locations/poses and number of images taken shall be deemed correct.

14.3. Due to varieties of the weather and willingness of subjects it may not be possible to capture all images requested.

14.4. For bookings involving a church ceremony or at certain other venues, photographer's movements are sometimes restricted by the minister or official in charge.

14.5. Photographing of parts or even all of the ceremony may be restricted or prohibited, as may be the use of artificial lighting. Aurora Collective cannot accept responsibility for limited coverage in such cases.

## **15. Attendance:**

15.1. In the unlikely event of Aurora Collective not being able to attend your wedding due to unforeseen circumstances we reserve the right to appoint another professional photographer to attend your wedding.

## **16. Limitation of Liability:**

16.1. In the unlikely event of total photographic failure or cancellation of this contract by either party or any other circumstance the liability of one party to the other shall be limited to the value of

the contract.

16.2. Neither party shall be liable for indirect or consequential loss.

16.3. Negatives/Digital files remain the property of Aurora Collective.

**17. Blinking:**

17.1. Should the photographer notice that a member of the wedding party or guest has been seen to blink, the photograph will be taken again, but it is impossible to guarantee to see all of them.

17.2. Whilst Aurora Collective shall endeavour to fulfil all the clients' requirements, Aurora Collective cannot be held liable for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

**18. Force Majeure or Act of God:**

18.1. The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

**19. Requested Photographs:**

19.1. Aurora Collective cannot be held responsible for lack of coverage caused by any member of the wedding party not being on time, or by church, register office or licensed place imposing photography restrictions.

19.2. We strive to honour all photographs requested and agreed in advance but cannot be responsible for weather disturbances although all efforts will be taken to provide the agreed coverage.

**20. Complaints:**

20.1. In the unlikely event of a complaint this should first be raised by the client with Aurora Collective in writing 21 days from date of receipt of images.

**21. Image Rights:**

In the event that the Client does not want images taken on their wedding day (including pre-wedding shoot images) to be shared and displayed on social media or any other platform that can be utilised for advertisement and/or promotional content, the Client will need to buy the licensing rights to these images. The buyout fee must be discussed and agreed upon by both Client & Aurora Collective. This sum must be paid in full or over an agreed period of payments instalments. Once this has been agreed between the Client (the name on the invoice) and Aurora Collective and full payment has been received, Aurora Collective will no longer have the right to use these images for any promotional, advertising or any other purpose in which Aurora Collective may generate an income as a result. Upon signing this contract, the Client agrees that the content created by Aurora Collective is solely owned by Aurora Collective, whom are legally able to use these images for any promotional purposes.

***The contractual relationship between Aurora Collective and the client shall be governed by the laws of the United Kingdom.***

Booking and Cancellation

Display

Copyright & Data Protection

Guests consent

Print name (Client) \_\_\_\_\_

Signature \_\_\_\_\_