

Weddings by *Charlie*

YorkMix Wedding Promotion Terms and Conditions

Winning the competition entitles you to a full day package with Weddings by Charlie currently worth £1495.

This package includes all the regular benefits of a purchased wedding:

- I will be there from the morning preparations to beyond the first dance. Ready to photograph all the joys of your big day.
- A pre-wedding consultation
- A full day of coverage from morning preparations to beyond the first dance
- Images presented in a secure online gallery and available to download
- Full personal reproduction rights

Terms and conditions

Winning the giveaway entitles you to access this photography on the set date York Mix have currently set as Saturday 3rd August 2024.

By entering and winning this competition, the winner (THE CLIENT) must accept full usage of their images online for promotional usage by WEDDINGS BY CHARLIE.

WEDDINGS BY CHARLIE shall be granted creative and artistic licence in relation to the choice of locations and poses used. Judgement on photographic style and the number of photographs taken shall be deemed correct. Due to changes of the weather and the availability and willingness of subjects WEDDINGS BY CHARLIE will do their best to honour requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

On its own behalf, and on behalf of the subject, THE CLIENT acknowledges that they are familiar with WEDDINGS BY CHARLIE's portfolio and are requesting services with knowledge of WEDDINGS BY CHARLIE's style, that WEDDINGS BY CHARLIE's services are of unique and artistic nature; that the photos may be different from photographs taken by WEDDINGS BY CHARLIE in the past; and that in creating the photos, WEDDINGS BY

CHARLIE shall use his personal artistic judgement to create images consistent with his personal vision of the event.

EDITING

WEDDINGS BY CHARLIE will provide a pleasing colour balance and enhance the images as he sees fit, but cannot guarantee exact colour matching. Owing to anomalous reflectance caused by a combination of certain dyes and materials, especially man made fibres, it is sometimes impossible to record on film/digital media the exact colour of materials as seen by the human eye.

ADDITIONAL EDITING

Any additional editing and/or retouching outside of the editing terms detailed in 3b will be subject to an hourly rate of £40 per hour. Retouching includes but is not limited to additional skin softening/smoothing, correction of hair/makeup/clothing, removal of objects from a scene, swapping a face from one image to another, environmental effects, reflections in glasses, teeth whitening, brightening of eyes, and bodily enhancements.

COOPERATION

The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. WEDDINGS BY CHARLIE is not responsible for key individuals' failure to be present or to cooperate during photography sessions, nor for missed images due to details not revealed to WEDDINGS BY CHARLIE.

HOUSE RULES

The guidelines of the ceremony official and the reception site management limit WEDDINGS BY CHARLIE. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; WEDDINGS BY CHARLIE will offer technical recommendations only.

EXCLUSIVITY

WEDDINGS BY CHARLIE shall be the sole professional (still) photographer(s) at the venues specified. He does however positively encourage family, friends, and other guests to take photographs throughout the day.

COPYRIGHT LAW

The copyright of photographs remains with WEDDINGS BY CHARLIE. WEDDINGS BY CHARLIE grants THE CLIENT permission to make copies and prints of the images under the following conditions. The images taken by WEDDINGS BY CHARLIE are for personal use by THE CLIENT and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from WEDDINGS BY CHARLIE.

THE CLIENT must obtain written permission from, and compensate WEDDINGS BY CHARLIE prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

MODEL RELEASE

THE CLIENT hereby grants WEDDINGS BY CHARLIE the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included for editorial, trade, advertising or any other purpose and in any manner and/or medium considered standard by the wedding industry. Such mediums/purposes include, but are not limited to: advertising, internet promotion, photographic contests, public displays, photography books, wedding blogs, studio display, sample wedding albums, and any other use thought proper by WEDDINGS BY CHARLIE and considered standard by the wedding industry.

FORCE MAJEURE

WEDDINGS BY CHARLIE makes every effort to produce the highest quality photographs possible, including using professional grade equipment, professional grade backup equipment, and making backup copies of images. However, in the unlikely event of total photographic failure, injury or sickness beyond WEDDINGS BY CHARLIE's control, liability shall be limited to a full refund of all monies paid, including the retainer. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. Your statutory rights are not affected. WEDDINGS BY CHARLIE has full Public Liability, and Professional Indemnity Insurance.

PHOTOGRAPHER'S CANCELLATION

In the unlikely event that WEDDINGS BY CHARLIE has to cancel this contract for reasons beyond his control, (death, injury, pandemic, sickness, or other circumstances beyond the control of the photographer etc.) a substitute photographer of high qualifications, similar skill, style, pricing, and product offerings may be sent to fulfil the obligations of the photographer herein contracted. If a substitute photographer is provided, THE CLIENT has the right to refuse to accept the substitute photographer and may instead terminate this agreement and receive a full refund of all monies paid.

COMPLETION SCHEDULE

Digital processing takes approximately 2 weeks for engagement sessions and 4-6 weeks for weddings. When WEDDINGS BY CHARLIE is finished processing the client's photos, they will be uploaded to an online gallery and/or delivered to THE CLIENT according to the specifics of THE CLIENT's purchased photography package.

AMENDMENTS

This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the client and WEDDINGS BY CHARLIE at the time of acceptance of this contract shall be recognised as amendments to this contract.

PRIVACY AND PROCESSING OF PERSONAL DATA

WEDDINGS BY CHARLIE 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 WEDDINGS BY CHARLIE. WEDDINGS BY CHARLIE complies with the EU's GDPR (General Data Protection Regulation) legislation and the DPA (Data Protection Act) around the usage of personal data. Under GDPR legislation, a photograph may in some instances constitute a form of personal data.

CLIENT DECLARATION

By winning the competition and accepting these terms, THE CLIENT agrees to be bound by the terms of business and would like to book the services of WEDDINGS BY CHARLIE for their wedding day.