

WEDDING PHOTOGRAPHY AGREEMENT

This photography contract is between Andreapenna Photography (the “Photographer”) and the person signing this agreement digitally (the “Client”). By signing, the Client confirms that they are entering into this agreement on behalf of themselves and their partner and that they have the authority to do so. All details provided through the Photographer’s booking system or enquiry process, including names, contact information, event date, locations, and the selected package, form part of this agreement.

DESCRIPTION OF SERVICES

The Photographer’s coverage hours and deliverables are defined in the selected package booked through the Photographer’s Online Booking Page. By signing this contract, the Client agrees to the deliverables, pricing, coverage hours, and terms associated with that package.

The number of images stated in the package is a minimum reference and not a guaranteed target. The final number of delivered images may vary, as the Photographer prioritises quality, consistency, and artistic integrity over volume.

Only images that meet the Photographer’s professional standards will be selected for editing and delivered in the final gallery. Any images that do not meet these standards will be removed during the selection process and permanently deleted.

The Photographer does not guarantee long-term archival of any digital files and is not responsible for data loss or file deletion beyond 12 months after delivery of the final gallery.

PRE-WEDDING PHOTO SESSION

If included in the selected package, the pre-wedding photo session may be rescheduled due to weather or the Client’s availability. Rescheduling for Client availability is limited to two occasions. Further rescheduling may incur an additional fee or may be offered only at the Photographer’s discretion.

The Client must provide at least two weeks’ notice when requesting a reschedule, unless weather conditions make this impracticable. If the session is ultimately cancelled or missed by the Client, no refund or alternative session will be offered.

If the Client requests to extend the session beyond the booked duration, this may be accommodated subject to the Photographer’s availability. Any extension will be charged at the courtesy rate of £125 per hour, instead of the standard rate, and will be invoiced after the session. If payment is not received within the agreed terms, this constitutes a breach of contract and the Photographer may withhold delivery of the final images until payment is completed.

For sessions taking place outside England, travel and accommodation costs may apply and will be agreed with the Client in advance. No additional costs apply for locations within England.

If the Client chooses not to proceed with the session due to location or travel considerations, the Photographer may, at their discretion, offer alternative options or apply an equivalent value to another service.

RETAINER AND PAYMENT

A non-refundable retainer is required to secure the event date. The date is not reserved until the retainer has been received. The remaining balance is due three months before the wedding date, unless already paid in full.

If any scheduled payment is missed, the Photographer may pause all services, communication, planning support, and preparatory work until payment is received. Failure to pay within 14 days of the due date constitutes a breach of contract and may result in cancellation of the booking, at which point the cancellation terms in this contract will apply.

All payments must be made through the Photographer's online booking system unless otherwise agreed in writing.

CANCELLATION

The retainer is non-refundable and covers the Photographer's time in securing the date, turning away other bookings, and beginning preparatory work.

If the Client wishes to cancel the booking, notice must be provided in writing by email. The following terms apply to amounts paid beyond the retainer:

- More than 60 days' notice: a full refund of any balance paid.
- 60 to 30 days' notice: 75 percent of the balance will be refunded.
- 30 to 7 days' notice: 50 percent of the balance will be refunded.
- Less than 7 days' notice: no refund will be issued.

If any part of the remaining balance has not yet been paid at the time of cancellation, it will still be due in line with the refund schedule above, and the applicable refund will then be calculated on that amount.

If the Photographer must cancel due to circumstances covered in the Force Majeure clause, the Substitute Photographer clause will apply. If no replacement can be secured, the Photographer's liability will be limited to the refund of all payments received.

DATE CHANGE

If the Client wishes to change the event date, the request must be submitted in writing. The original date will be released once the request is received. A new contract will be issued for the new date, which will be confirmed only if the Photographer is available.

If the Photographer is unavailable for the new date, the request will be treated as a cancellation, and the cancellation terms stated in this contract will apply.

If the new date falls within six months of the original date, the pricing of the original package will be honoured. For dates beyond this period, the booking will be subject to the Photographer's current pricing at the time the new contract is issued.

Only one date change is permitted without additional charges. Any further date changes may incur a £75 administrative fee and may be subject to current pricing, unless otherwise agreed in writing.

CLIENT RESPONSIBILITIES

The Client must ensure the Photographer has accurate information, reasonable access, and a realistic timeline. The Photographer is not liable for missed images caused by late arrivals, guest interference, schedule changes not communicated in advance, or other factors outside the Photographer's control.

PERMISSIONS, ACCESS AND VENUE RESTRICTIONS

The Client is responsible for securing all necessary permissions, licences, and access required for photography at each venue. This includes any conditions set by venue management, officiants, registrars, coordinators, or location providers, such as restrictions on movement, flash use, access to specific areas, or limitations imposed for health and safety or ceremonial reasons.

The Photographer must comply with any rules or instructions given by venue staff or officiants on the day. The Photographer is not liable for missed images, restricted coverage, or reduced creative options resulting from these rules or from any limitations placed on access.

If photography is restricted, limited, or prohibited because the Client has not obtained the required permissions, no refund shall be provided. Any fines, permits, entry fees, or additional charges imposed on the Photographer as a result of the Client's selected venues must be reimbursed by the Client within the stated invoice terms.

LATE ARRIVAL

The Client is responsible for ensuring that the event or session can begin at the agreed start time. If the Client, their party, or their venue causes a delay, the booking will continue to run within the original scheduled hours. The finishing time will not be extended, and any missed coverage resulting from late arrival is not the responsibility of the Photographer.

EXTENDED COVERAGE ON THE DAY (FULL PROTECTION CLAUSE)

If the Client requests that the Photographer remains beyond the agreed coverage hours, this request constitutes an immediate and binding extension of the services. Additional coverage is charged at £200 per hour, or part thereof, and becomes payable from the moment the extension is agreed verbally or in writing.

An invoice for extended coverage will be issued after the event. The Photographer will not release any part of the final gallery, including images captured during the originally contracted hours, until payment for the extended coverage has been received in full. Failure to pay within the stated invoice terms constitutes a breach of contract.

If payment is not received by the due date, the amount will accrue late-payment interest at the statutory rate permitted under the Late Payment of Commercial Debts (Interest) Act 1998. The Photographer may also recover reasonable costs associated with debt recovery.

Failure to pay for extended coverage does not cancel or reduce the Client's liability for the additional hours already provided.

LIMITATION OF SERVICES (Meal & Breaks)

For events lasting six hours or more, the Client agrees to provide the Photographer with a suitable meal. The meal should be served at roughly the same time as the wedding party's meal to ensure the Photographer can resume coverage promptly once the meal service is complete.

If a meal cannot be provided, the Photographer may take a break and leave the venue to obtain food. The Photographer is not responsible for missed coverage during this period.

Short comfort breaks may be taken as reasonably required throughout the coverage period, and these will be timed to avoid disruption to key moments wherever possible.

The Photographer operates as an independent contractor and is not an employee of the Client or of any venue.

SAFETY AND CONDUCT

The Photographer has the right to withdraw from the event or session if they experience behaviour that is unsafe, threatening, abusive, or otherwise prevents them from carrying out their work in a professional manner. This includes, but is not limited to, physical intimidation, harassment, aggressive behaviour, or any situation where the Photographer reasonably believes their safety is at risk.

If the Photographer must leave the event for these reasons, no refund shall be provided. The Photographer will deliver any images captured up to the point of departure, provided that doing so does not compromise the Photographer's safety.

The Client is responsible for ensuring that all guests, suppliers, and venue staff behave in a manner that allows the Photographer to work safely and without obstruction.

LIABILITY OF PHOTOGRAPHER

Force Majeure

The Photographer shall not be held liable for any failure to perform, or any delay in performance, where such failure or delay is caused by events or circumstances beyond their reasonable control. This includes, but is not limited to: severe weather, accident, illness, injury, travel disruption, transport failure, venue closure, fire, flood, civil unrest, government restrictions, public health emergencies, national or regional lockdowns, or any situation that renders performance unlawful, unsafe, or impracticable.

In such circumstances, the Photographer will make reasonable efforts to offer an alternative solution, which may include arranging a suitably qualified replacement photographer if appropriate. If performance remains impossible, the Photographer's liability will be limited to the refund of all payments received, and no further compensation will be due. The Photographer is not responsible for any additional costs incurred by the Client, including but not limited to travel, accommodation, venue changes, or fees paid to third-party suppliers.

Liability Limit

Liability is limited to the total amount paid under this contract. The Photographer shall not be held liable for any consequential, indirect, or financial losses arising from the event or from any failure in performance.

Indemnity

The Client agrees to indemnify and hold harmless the Photographer against any claims, damages, or losses arising from injury, property damage, or incidents occurring during the event, except where such incidents arise from proven Photographer negligence.

SUBSTITUTE PHOTOGRAPHER

If the Photographer is unable to attend the wedding or session due to illness, injury, emergency, or any other unforeseen circumstance beyond their control, the Photographer will make reasonable efforts to arrange a suitably qualified and professional replacement photographer of a comparable style.

If a replacement photographer is offered, the original contract and agreed fees will remain in place. The Client may choose to accept the replacement or decline. If the Client declines a replacement, the Photographer's liability will be limited to a full refund of all payments received.

If no suitable replacement can be secured despite reasonable efforts, the Photographer's liability will be limited to a full refund of all payments received, and no further compensation will be owed.

ARTISTIC LICENSE AND POST-PRODUCTION

The Photographer retains full artistic discretion in selecting locations, compositions, and overall style. While the agreed hrs coverage is honoured, the minimum image count is a guideline not a fixed contractual target. The Photographer prioritises quality and consistency, and the final number of delivered images may vary accordingly.

All images captured at the event are reviewed and culled by the Photographer. Only photographs that meet the Photographer's technical and artistic standards are selected for editing and inclusion in the final gallery. Images that do not meet these standards are removed as part of this selection process and are permanently deleted at that stage.

Standard editing includes colour correction, cropping, and light retouching. Requests for further editing, such as skin retouching or object removal, will incur additional fees (£10/image) and will only be undertaken following written approval and payment.

RAW files (aka unedited images) are not supplied under any circumstances.

All questions or concerns regarding the gallery must be raised within 30 days of delivery. After this period, additional changes or amendments may not be possible.

VENUES, GUESTS, AND PHOTOGRAPHER RESTRICTIONS

The Photographer will work within any rules or limitations set by venues, officiants, coordinators, or location providers. These may include restrictions on movement, flash, access to certain areas, or limits imposed for safety or ceremonial reasons.

Guests are welcome to take informal photographs, provided they do not obstruct or interfere with the Photographer's work or prevent key moments from being captured.

The Photographer is not responsible for missed images or limited coverage resulting from venue rules, restricted access, guest interference, or circumstances outside the Photographer's control.

GUEST INTERFERENCE

The Client is responsible for ensuring that guests, family members, and other attendees do not impede the Photographer's work. The Photographer is not liable for missed images or reduced coverage caused by guests stepping into the shot, blocking access, using flash, directing poses, or otherwise interfering with the Photographer's ability to work.

The Photographer may request reasonable cooperation from guests or designated individuals to ensure important moments can be captured without obstruction. If guest interference prevents the Photographer from carrying out their work, no refund or compensation shall be provided.

Where other suppliers such as videographers are present, the Client is responsible for ensuring that all parties can work respectfully and without obstructing one another.

EXCLUSIVITY

The Photographer is the sole contracted professional photographer for the event, unless otherwise agreed in writing. The Client agrees not to appoint any additional professional photographers, or any individual acting in a professional capacity, without the Photographer's prior written consent.

This clause does not restrict guests or family members from taking informal photographs, provided they do not interfere with the Photographer's work.

If an unauthorised professional photographer is present and their presence prevents the Photographer from carrying out their work, the Photographer may withdraw from the event. In

such circumstances, no refund shall be provided, and the Photographer will deliver any images captured up to the point of withdrawal.

TECHNICAL LIMITATIONS AND COLOUR VARIATIONS

Digital images may appear differently across screens, devices, and browsers due to variations in displays calibrations. The colours, brightness, and contrast that the Client sees on their personal device may not accurately reflect the final appearance of printed images.

When the Client chooses to print images through third-party labs, the Photographer cannot guarantee colour accuracy, print quality, or consistency. Differences in paper type, print processes, and laboratory calibration are outside the Photographer's control and shall not be considered a fault.

Social media platforms may also compress or adjust images during upload, which can affect sharpness, colour, and quality. These changes are outside the Photographer's responsibility.

The Photographer ensures accurate colour and tonal calibration within their own professional workflow, but cannot guarantee that external devices, platforms, or print services will display or reproduce images identically.

DELIVERY, GALLERY ACCESS AND PRIVACY

Edited images will be delivered via an online gallery within 6 to 8 weeks of the event. The gallery will include both high-resolution images for print and web-optimised images for digital use.

Unless the Client requests otherwise in writing before delivery, the gallery may be publicly accessible as part of the Photographer's portfolio. The Client may request a private, password-protected gallery, or request that only a selected highlight set is made publicly visible. Requests made after delivery may not always be possible to accommodate, particularly if images have already been shared or published.

The Photographer may use selected images for portfolio, website, social media, printed materials, and editorial submissions, unless the Client requests otherwise in writing before signing this contract.

The gallery will remain live for 12 months from delivery. After this period, the Photographer may deactivate the gallery following at least 14 days' notice by email.

COPYRIGHT AND USAGE

All photographs remain the copyright of the Photographer. The Client is granted a non-exclusive, perpetual, royalty-free licence to use the delivered images for personal use only. This includes printing, personal display, and sharing on personal websites or social media platforms, provided the images are used as delivered and are not altered or edited in any way.

The Client must not sell, license, publish, or otherwise distribute the images for commercial use, nor submit them to competitions, publications, or third parties, without the Photographer's prior written consent.

The Photographer may use selected images from the event for portfolio, website, social media, printed materials, marketing, or editorial submissions, unless the Client has requested otherwise in writing before signing this contract. Where a private gallery has been requested, the Photographer will honour the Client's privacy preferences in accordance with the agreed terms.

This licence does not permit the Client to apply filters, colour adjustments, retouching, or any form of digital alteration to the images, except with the Photographer's written permission.

IMAGE EDITING, SHARING AND CREDITING

The Client may share the delivered images on personal websites and social media platforms, provided that the images are used as delivered and are not altered, filtered, cropped, edited, or manipulated in any way that changes their colour, style, or presentation. This includes the use of social media filters or any third-party editing applications.

Where reasonably possible, the Client agrees to credit or tag the Photographer when sharing images online. This helps maintain the integrity and traceability of the work and supports the Photographer's professional portfolio.

Images must not be used for commercial purposes, entered into competitions, or supplied to third parties without the Photographer's prior written consent.

GOVERNING LAW AND AGREEMENT TERMS

Governing Law

This contract is governed by the laws of England and Wales. Any disputes arising from this contract shall fall under the exclusive jurisdiction of the courts of England and Wales.

Entire Agreement

This contract, together with the selected package and any written amendments, constitutes the entire agreement between the Photographer and the Client. It supersedes all prior discussions, correspondence, or understandings relating to the event or services. No verbal agreements or informal communications shall alter the terms of this contract.

Variations

Any changes or additions to this contract must be agreed in writing by both parties. Verbal amendments are not valid.

Severability

If any provision of this contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Signature and Acceptance

This contract becomes binding when signed by both parties or when the Client pays the retainer, whichever occurs first.