



Pre- Contract Information

1. TERMS AND CONDITIONS

In the following terms & conditions “the photographer” shall mean Jordan Crosby trading as Jordan Crosby Media. “The client(s)” shall be those persons entering into the contract. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

2. BOOKING FEE

A fee of £150 is due upon booking to secure the client’s date. This is non-refundable after the 14 days cancellation period.

If the client’s wedding date is within the cancellation period, the client understands they have expressly requested for the service to start within their cancellation period and therefore lose their right to cancel once the service begins.

The booking fee will be deducted from the cost of the client’s chosen package when calculating the final balance due.

Payment in full of the remaining balance will be due one calendar month before the day of the wedding.

The photographer has the right to not deliver any images until the final payment has been made.

2.1 RIGHT TO CANCEL

The client has the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of acceptance of the contract. Acceptance of the contract begins once the client has paid the booking fee to the photographer.

To exercise the right to cancel, the client must inform the photographer in writing by email to info@jordancrosbymedia.co.uk, of their decision to cancel this contract by a clear statement. The client may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for the client to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

2.2 EFFECTS OF CANCELLATION

If the client cancels this contract, the photographer will reimburse to the client all payments received. We will make the reimbursement using the same means of payment as the client used for the initial transaction, unless the client has expressly agreed otherwise; in any event, they will not incur any fees as a result of the reimbursement.

If the client requested to begin the performance of services during the cancellation period, they shall pay us an amount which is in proportion to what has been performed until they have communicated to the photographer their cancellation from this contract, in comparison with the full coverage of the contract.

2.2.1 IF I CANCEL AFTER 14 DAYS, HOW MUCH WILL I NEED TO PAY?

If the client exercises their right to cancel the contract, the client will be liable to pay the photographer reasonable costs as outlined below.

Cancellation costs for cancellation requests received after the 14-day period are as follows:

14 days after booking, and more than 1 year before your wedding day – booking fee will be retained, no further cost will be due

Between 14 days after booking and 1 year before your wedding day – 25% of remaining balance will be due upon cancellation

Between 14 days after booking and 6 months before your wedding day – 50% of remaining balance will be due

14 days after booking and less than 2 months before your wedding day – 100% of remaining balance will be due

Weddings that are postponed to a later date will retain any fees and put towards the new date as long as the photographer can reschedule for the new date and time, if the photographer is not available this will be treated as a cancellation request and the above applicable fees will be applied. All cancellations and changes must be in writing.

3. WEDDING ARRANGEMENTS

The details of the wedding arrangements are to be agreed beforehand during a video call arranged to suit the client's availability. The client shall notify the photographer of any changes to these details in writing via email. The photographer/s cannot be held liable for delays or disruption in their delivery of the services

until any changes are received in advance, and acknowledged in writing.

4. TRAVEL EXPENSES

All travel expenses are based on the distance between the event location(s) and the photographer's address(NE5). For all event(s), the first 40 miles roundtrip of travel are included. All miles in excess of 40 miles roundtrip are charged at 44p per mile.

5. DISPLAY

Photographer reserves the right to use images created under this contract for advertising, display, publication or other purposes. The client gives permission for photographer to use their name, images and photographic likeness in advertising, display, publication or other purposes, unless permission is revoked by the client in writing. Negatives, digital files, websites and previews remain the exclusive property of Jordan Crosby Media.

6. IMAGES

All image sizes are nominal. The photographer/s will provide a pleasing colour balance 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, or digitally the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice, and the photographer cannot accept responsibility for any obstructed view should this be the case. Please ensure you have had this discussion with the official in charge prior to your wedding for your understanding.

Photographer does not guarantee any specific poses and/or effects, but will produce photographs that timing, lighting, weather, building

characteristics, church (ceremony location) rules, interference from other cameras, and wedding participant/attendee cooperation permits.

6.1 IMAGES/PRINTS

Photographer does not provide additional prints. The final goods will be supplied on a USB via post to the client and a download link will also be provided for the images. Images will be delivered in 2 file sizes, the larger file size is ideal for printing while the smaller file size is ideal for social media use. USB's will be posted and download links will be supplied up to 14 days after the wedding day. During busier periods this will be up to 30 days.

7. RETOUCHING

All images will be adjusted for exposure, brightness, contrast, sharpness etc. The photographer's judgement regarding these corrections and the number of images put forward to the client for preview shall be deemed correct.

8. COPYRIGHT

The copyright designs and patents acts assign the copyright of the images to the photographer. Any images or copies of images whether stored digitally or otherwise, and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1998. It is contrary to the Act to copy or allow to be copied photographically/ electronically or by any other means an image created as part of this contract without the permission of the photographer/s in writing. Jordan Crosby Media gives permission to print any digital images given to you as part of your package. However, you may not use these images to enter any competitions or sell them for your own profits, unless agreed otherwise in writing.

9. LICENCE

The photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The photographer's judgement regarding the locations/ poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all of the images requested.

10. FORCE MAJEURE

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control (e.g sudden illness/injury/ victim of crime, flooding). Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure. In the unlikely event of the assigned photographer being unable to attend your wedding due to unforeseen circumstances, the photographer may contact other photographers. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price. In the event of cancellation by the photographer, or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) the photographer will not be responsible for costs in order to stage re-shoots. The photographer's liability shall be limited to a full refund of any deposits and fees paid.

11. LIMITATION OF LIABILITY

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

The client expressly releases photographer from all claims, damages, and liabilities that may result from accidents or incidents

that occur while services are being performed or thereafter. This waiver of liability includes waiver of any claim that may be a result of negligence.

12. PERSONAL ACCIDENT

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be said at the persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

13. HARASSMENT POLICY

Coverage will be terminated if a guest at the wedding or event acts inappropriately towards the photographer and cannot be resolved.

14. GENERAL DATA PROTECTION REGULATION (GDPR)

By giving me your email (i.e. filling out the enquiry form) you agree I can contact you regarding your enquiry. You can ask for your data to be deleted or you can ask for a copy of the data held to be given to you.

You have the right to be forgotten i.e. all of the information I have on you will be totally and utterly deleted from all current systems and previous backups. It can also include erasing your images, including backups. Your details and images will be kept on record unless otherwise requested.

The photographer does not give permission to any third party organisations to use the images unless otherwise agreed in writing from the clients and a licence bought from the photographer.

By agreeing to these terms and conditions you are giving your consent for your images to be used for marketing purposes. The clients have the right to withdraw their consent at any time (please do so in writing).

Under no circumstances will your personal data (e.g. email, phone or home address) be sold to any third parties and all of your information will be stored on a password protected database.

15. COMPLAINTS

It is our responsibility to supply you with goods and services that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us. Any complaints must be received in writing using the contact details as outlined above. Complaints will be responded to within 14 days.

16. GOVERNING LAW

This agreement shall be governed in accordance with the laws of England and Wales.

17. INSURANCE

The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

18. MEALS AND REFRESHMENTS

A meal is much appreciated if working over 8 hours, often it is hard to be able to get a chance to get food and going off site is not always possible. I prefer not to take photos of guests eating so tend to take my break at this time. Where coverage includes up to mid-evening then a second light meal should be available. The photographer will take a short break and eat away from guests. NOTE: it is normal practice to provide meals for your other wedding vendors e.g. toastmaster, DJ, videographer, band. Please let me know if you are unable to provide a meal so that I can bring a packed lunch.

19. BINDING AGREEMENT

I, the client, confirm that I have read the herein agreement prior to its execution and I understand the contents thereof. I understand, once the booking fee has been paid, this agreement shall be binding.

Date: _____

Signed: _____

Jordan Crosby Media:  _____