

JAMES MARSON PHOTOGRAPHY
Effective on all Packages booked from August 2025

TERMS AND CONDITIONS

“We” are:

FOR INDIVIDUALS OR PARTNERSHIPS: James Marson trading as James Marson
Photography of 11 Jennings road, St. Albans, Herts, AL1 4NT
 (“The Photographer”)

“You” are:

The customer purchasing Goods and/or Services from us (and where there is more than one person, they shall be jointly and severally liable).
 (“The Client”)

1. Assignment

1.1. The Assignment is to cover the agreed Photography Package on the agreed location and date to be undertaken for The Client by The Photographer.

2. Price and Payment

2.1. The Price for the Assignment is set out in our Quotation (“the Price”). There is no VAT. This Price includes attendance at the Assignment and all the images sent to The Client during and post Event, by email or in other digital transfer/formats. This Price also includes any expenses that will be incurred by The Photographer, unless separately agreed in writing.

2.2. A Deposit (“the Deposit”) of 25% of the Price shall be paid upon entering this agreement and The Photographer’s invoice for the Deposit will follow – please refer carefully to Clause 3.

2.3. The Price and the Deposit shall be the Fees of The Photographer. The Photographer shall invoice The Client 25% of the Price for the Deposit, and then invoice a further 75% of the Price six weeks before the Event and all Fees shall be paid in advance (and at the latest 30 days before the Event) in full, unless mutually agreed in writing otherwise.

2.4. In the event that The Client requires any additional post processing to be undertaken (for example, in Photoshop or similar) then an additional Fee may be levied which shall be agreed between the parties before any post processing work is undertaken.

2.5. In the event that The Client requires post Event products (e.g. reprints, albums etc.) then an additional Fee may be levied which shall be agreed between the parties before any products are sourced or created.

3. Cancellation of Agreement and the Deposit

3.1. Once the Deposit has been paid, the Assignment can be cancelled by either party in writing or by email, subject to the matters set out in this clause.

3.2. If The Photographer cancels the Assignment, the Deposit will be repaid to The Client within 14 days of cancellation, and no further sum or compensation will be payable to The Client by The Photographer arising from such cancellation.

3.3. If The Client cancels the Assignment within 14 days of entering into the contract, then the Deposit shall be repaid to The Client in full. If The Client cancels the Assignment at any time thereafter, the Deposit is forfeited and will not be repayable to The Client under any circumstances.

3.4. In addition, if The Client cancels this Assignment less than 120 days before the Event, then a sum of 50% of the Price (less the Deposit paid) shall be due to The Photographer.

3.5. If The Client cancels this Assignment within 30 days of the Event, then a sum of 75% of the Price (less the Deposit paid) shall be due to The Photographer.

4. Licence of Images to Client

4.1. The Client acknowledges that The Photographer owns all right, title, and interest in and to the Images and that The Client has no right to use any of them outside the express Terms of this agreement.

4.2. Money paid to The Photographer includes a fee for the grant of a licence in the terms of this paragraph. The licence arises only after The Client has paid The Photographer the money due under this agreement.

4.3. The licence is personal, irrevocable, non-transferable, and non-sub-licensable. The licence specifically allows The Client to use images on a website, on social media channels, in other digital format or in print form and to share extensively through such channels, subject to The Client acknowledging The Photographer's rights and ownership of the Images when shared digitally. Where Images are provided with The Photographer's watermark, no additional written acknowledgement will be required. The licence does not allow The Client to use the Images for commercial purposes.

4.4. So far as any goodwill is generated by The Client's use of the Images it shall accrue to the benefit of The Photographer.

4.5. The Photographer reserves the right to make reproductions of Images created during assignments for marketing, promotional, competition and editorial purposes.

5. Licence of "Model" Rights to Photographer

5.1. The Client warrants that they have obtained all Model Rights necessary to enable The Photographer to carry out the Assignment and now agrees to indemnify The Photographer against any cost or claim by any person arising out of a Photo of any person or thing at the Event.

5.2. The Client agrees that The Photographer may use these Model Rights in the form of Images taken in this Assignment, only to market their business as a photographer.

6. Products

6.1. Any post Event products such as albums, posters, framed images, or reprints included in the package must be ordered within 6 months of the Event. Any additional products may be ordered within 2 years of the event. The price of such products may change in that time and The Photographer reserves the right to vary the price of products if suppliers increase their prices.

6.2. The Client is responsible for collecting any products from The Photographer. Alternatively, The Photographer can accept no liability whatsoever for any delivery agents that are appointed by The Client.

6.3. Where digital files are provided, The Client is responsible for ensuring that the digital files are safely stored upon delivery or collection, and The Photographer is under no obligation to store or maintain copies of the files.

7. General Terms

7.1. In order to plan properly and deliver great goods and services, the parties agree to comply as far as reasonably possible with the matters set out in Schedule A of these Terms.

7.2. The Photographer shall use reasonable endeavours to meet any performance dates, but such dates shall be estimates only and time is not the essence of the contract.

7.3. The Fees will be paid after invoices rendered from time to time. No VAT is applicable. Payment terms are 14 days, and payment is not deemed to have been made until the Fees have been paid in full. If payment is not made in full and within time, the Services may be suspended and payment in advance may be required before the Services are recommenced.

The Photographer reserves the right to require some or all of the Fees to be paid in advance of the commencement of the Services where applicable and agreed in writing.

7.4. If payment is not made in accordance with the above clauses, The Photographer reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

7.5. Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the Services or making proper use of the Services. Each party recognises and accepts its obligations with the regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on Our Website.

7.6. The Photographer will use reasonable care and skill in performing the Services. Where any valid claim in respect of the Services is made (in Contract or in Tort) The Client may be entitled only to a refund of the Fees or part of the Fees.

7.7. The Photographer's liability in respect of any loss of goodwill, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special, or indirect loss or damage will be nil.

7.8. Nothing in these Terms will exclude or limit liability for death or serious injury caused by The Photographer's negligence.

7.9. The Services may be terminated if the payment of the Fees is not made in accordance with these Terms, or if The Client commits a material breach of any of these Terms and fails to remedy the breach within 14 days of being notified in writing, or if The Client enters into any form of insolvency arrangement or suspends their business. Upon termination, The Client shall immediately pay any outstanding sums to The Photographer.

7.10. The Photographer shall not be liable for any breach of contract due to force majeure.

7.11. Nothing in these Terms are intended to create a partnership or joint venture between The Photographer and The Client, and no party has the right to act as agent for the other or to bind the other party in any way.

7.12. These Terms and any dispute arising from them shall be governed by the laws of England and Wales

SCHEDULE A

a) PRE-EVENT CONSULTATION:

There will be a pre-event consultation before the wedding (or other) date to agree shooting times, locations, and important photographs. This consultation can be conducted via email, video-call, or phone. If the photo shoot is for a wedding, then you may also request a face-to-face meeting. The purpose of this meeting is to create a plan for the day and The Photographer can accept no liability for missed images if any information is either not provided or is inaccurate.

b) EVENT GUIDE:

The Client (or someone designated by them) will be responsible for identifying people/objects of whom/which specific photographs are desired. The Photographer can accept no liability for missed images if any information is either not provided or is inaccurate.

c) 30 MINUTE WINDOW:

The Client agrees to set aside at least 30 minutes for the Photographer to have a break and will provide food when the Photographer is required to work 4.5 hours or above.

d) CO-OPERATION:

The parties agree to positive co-operation and communication for the best possible result within the definition of this Assignment. The Client is responsible for the conduct of guests and all other service providers (florist, DJ, caterer, videographer etc.). Co-ordination with other service providers is necessary to complete all of the photography sessions as scheduled.

Verbal or physical abusive language or behaviour will not be tolerated in any way and will lead to an immediate termination of the services. In these circumstances, there will be no refunds whatsoever paid by The Photographer.

e) HOUSE RULES:

Please remember that The Photographer is limited by the guidelines of the ceremony official or the reception site management and therefore The Client must accept the technical results of their imposition on The Photographer. Negotiation with the officials for moderation of guidelines is The Client's responsibility, and The Photographer will offer technical recommendations only.

In such circumstances, the Clients agree to accept the technical limitations that may be imposed on the equipment used. The Clients are advised to make themselves aware of the rules of the venue concerned and if necessary, negotiate with the personnel concerned.

f) EXCLUSIVITY / GUEST PHOTOGRAPHY:

The Photographer can accept no liability for negative impact caused by guest or other professional photography. The planned photography time is for the use of The Photographer to capture the formal wedding portraits.

g) YOUR PHOTOGRAPHS:

Reprints or additional prints of photos not included in the Quotation may be ordered at further cost. Albums or other products post Event are also available at extra cost. A guide to these prices can be given at time of booking.

To create your client gallery, The Photographer will perform a “regular” and basic edit on the images, to include correcting colour balance, exposure level, adjusting contrast, and cropping to the best of their abilities. A handful of close-up portraits can also be treated for blemish removal. This “regular” editing does not include special effects, de-aging or portrait improvements, and such Extra Work is chargeable per hour.

There is no guarantee given that any image can be edited to particular requirements, but The Photographer will use best endeavours to meet any reasonable requests.

Only edited images will be included in the final gallery.

Terms and Conditions of Engagement

(to be read in conjunction with the Terms and Conditions)

Upon signature and payment of the agreed deposit, the photographer Victoria Welton Photography will reserve the time and date agreed upon and will not make other reservations for that time or date. For this reason, all deposits and payments are non-refundable, unless the date is changed or cancelled due to COVID-19 and the photographer is unable to fulfil the booking for the new date. Orders for prints, albums and any other services must be received by the photographer within one calendar year of the date of the wedding.

NB: A provisional booking cannot be held for longer than 7 days. You will not be chased for confirmation of your provisional booking and it will not be considered a final booking until a completed booking form and deposit is received.