



Radcliffe & Rose

Wedding Photography Commission Agreement

1. Definitions and Governing Agreement

1.1 Under these Terms & Conditions, “the Photographer” shall mean Radcliffe & Rose, trading as Radcliffe & Rose Photography. “The Client(s)” shall mean the person or persons named on the wedding booking form.

1.2 Any changes to the terms and conditions detailed within this agreement must be set out and agreed by both parties in writing. This agreement shall be governed in accordance with the laws of England and Wales.

2. Booking Fee

2.1 A non-refundable booking fee is required to reserve the agreed wedding date and secure the Photographer’s time and services. The booking is not confirmed until this payment has cleared. The booking fee cost is equal to 20% of the final commission arrangement.

2.2 The booking fee will be deducted from the final balance. The remaining balance must be paid by the Client(s) no later than 30 days before the agreed wedding date.

2.3 The booking fee is paid to reserve the Photographer exclusively for the agreed date. Once the booking is confirmed, the Photographer may turn away other work for that date. For this reason, the booking fee is non-refundable except where the Photographer is unable to provide the agreed services.

2.4 If the wedding is postponed or rescheduled, the booking fee may be transferred to the new date, provided that the Photographer is available. If the Photographer is not available for the new date, this will be treated as a cancellation by the Client(s).

3. Wedding Details

3.1 A timeline of the wedding day, including dates, times, locations and key photography requirements, will be agreed in writing before the wedding. This allows the Photographer to plan the agreed services appropriately.

3.2 Any changes to these arrangements by either the Client(s) or the Photographer must be agreed in writing.

4. Cancellation by the Client(s)

4.1 The Client(s) may cancel this agreement at any time by giving written notice to the Photographer.

4.2 If the Client(s) cancel the booking, the booking fee remains non-refundable. This reflects the administrative work carried out, the reservation of the wedding date, and the Photographer's potential loss of other bookings for that date.

4.3 If cancellation occurs within 15 days of the agreed wedding date, the remaining balance may still be payable, less any costs the Photographer is able to reasonably avoid or recover. The Photographer will make reasonable efforts to reduce any loss, including seeking alternative work for the cancelled date where possible.

4.4 Any cancellation charges will be assessed fairly and proportionately, taking into account the timing of the cancellation, work already carried out, costs already incurred, and the likelihood of the Photographer re-booking the date.

5. Attendance and Photographer Unavailability

5.1 In the unlikely event that the Photographer is unable to attend or provide the agreed services due to illness, injury, emergency, accident, bereavement, technical failure, or other circumstances beyond reasonable control, Radcliffe & Rose will make every reasonable effort to arrange a suitable replacement photographer.

5.2 Where a suitable replacement photographer is appointed, that photographer will carry out the agreed coverage as closely as reasonably possible. Radcliffe & Rose will remain responsible for the final editing and delivery of the images unless otherwise agreed in writing.

5.3 If no suitable replacement photographer can be arranged, Radcliffe & Rose will refund any monies paid by the Client(s) for services not provided. Radcliffe & Rose's liability in these circumstances shall be limited to the amount paid by the Client(s) for the affected services.

6. Work Already Undertaken

6.1 Any refund due under this agreement shall apply only to services not yet provided. Radcliffe & Rose may deduct the reasonable value of any work already undertaken before cancellation, including consultation, planning, administration, correspondence, location research, and other bespoke preparation for the Client(s).

6.2 This is in addition to the non-refundable booking fee/deposit terms set out elsewhere in this agreement.

7. Final Images

7.1 Radcliffe & Rose will deliver the final edited images as high-resolution digital files, suitable for personal printing and online use.

7.2 Final images will usually be supplied as JPEG files. Unless otherwise agreed in writing, images will be delivered at a minimum longest edge of 1500px, unless social media formatting is requested for some photographs. Where larger print-ready files are included within the chosen collection, these will be supplied as part of the final gallery.

7.3 Radcliffe & Rose will make every reasonable effort to ensure that colours, tones and lighting are represented beautifully and faithfully. However, exact colour reproduction cannot always be guaranteed, particularly where images are taken in challenging or changing lighting conditions, including candlelight, mixed artificial light, low light, coloured venue lighting or strong sunlight.

7.4 The Client(s) acknowledge that photography is an artistic service and that the final images will reflect the Photographer's professional judgement, editing style and creative approach.

8. Artistic Discretion, Locations and Requested Images

8.1 The Client(s) agree to allow Radcliffe & Rose reasonable creative freedom in the selection of locations, compositions, lighting, poses and editing style.

8.2 The Photographer will make every reasonable effort to capture requested images, including key group photographs and important moments. However, the Photographer cannot guarantee every requested image, particularly where circumstances are outside their control. This may include, but is not limited to, weather, venue restrictions, available light, timing delays, guest availability, official ceremony rules, or restricted access.

8.3 During wedding ceremonies, the Photographer's movement may be limited by the officiant, registrar, celebrant, venue, church or other official in charge. Where such restrictions apply, Radcliffe & Rose will work within those limits and cannot be held

responsible for missed images, obstructed views or limited angles caused by those restrictions.

9. Editing & Retouching

9.1 All final images will be individually reviewed and edited in keeping with the Radcliffe & Rose style. Standard editing may include adjustments to exposure, contrast, colour, white balance, cropping, sharpening and tonal refinement.

9.2 The Client(s) agree that Radcliffe & Rose retains creative discretion over the final editing and retouching of images. Any specific editing requirements should be made in writing before the wedding date.

9.3 Standard retouching does not include extensive image manipulation unless agreed separately in writing. Additional retouching, such as major object removal, body reshaping, advanced skin retouching, background reconstruction or composite editing, may be quoted separately.

9.4 Unedited RAW files are not included as all released images are a representation of the high quality standards of Radcliffe and Rose.

10. Equipment and Technical Failure

10.1 Radcliffe & Rose will use professional photographic equipment and will take reasonable steps to maintain, prepare and back up key equipment for wedding coverage.

10.2 The Client(s) acknowledge that, despite reasonable care, technical failure, equipment malfunction, memory card failure, data corruption or other unexpected issues may occasionally occur. Radcliffe & Rose will take reasonable steps to prevent and resolve such issues, including the use of backup equipment where appropriate.

10.3 Where image loss, technical failure or defective work occurs, Radcliffe & Rose's liability shall be limited to a fair and proportionate remedy, which may include re-editing, partial refund, or refund of fees paid for the affected part of the service.

11. Limitation of Liability

11.1 Radcliffe & Rose will take reasonable care in providing the agreed photography services. However, the Photographer shall not be liable for failure to deliver specific images

where this is caused by circumstances outside their reasonable control, including but not limited to venue restrictions, weather, guest behaviour, delays, lighting conditions, access limitations or instructions from officials.

11.2 The Client(s) and their guests participate in any photographic activity at their own risk. Radcliffe & Rose shall not be responsible for personal injury, accident, loss or damage unless caused by the Photographer's negligence.

11.3 Nothing in this agreement shall limit or exclude liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot legally be limited or excluded.

12. Copyright and Personal Usage Licence

12.1 Copyright in all images remains with Radcliffe & Rose.

12.2 Upon full payment, the Client(s) will receive a personal usage licence for the final edited images. This allows the Client(s) to download, print, share and display the images for personal, non-commercial use.

12.3 The Client(s) may share the images with family and friends, use them on personal social media accounts, and arrange personal prints or albums.

12.4 The Client(s) may not sell, licence, alter, edit, apply filters to, enter into competitions, submit for publication, or use the images for commercial purposes without written permission from Radcliffe & Rose.

12.5 When sharing images publicly, the Client(s) agree not to misrepresent the work through heavy alteration, re-editing or the application of filters.

13. Promotional Usage

13.1 Radcliffe & Rose may request permission to use selected images for promotional and portfolio purposes, including on the Radcliffe & Rose website, social media, printed brochures, sample albums, exhibitions, advertising, wedding directories, blogs and editorial features.

13.2 The Client(s) may choose whether to grant or withhold this permission. Any preferences or restrictions regarding image use should be confirmed in writing.

13.3 Radcliffe & Rose will not knowingly use images in a manner that is defamatory, misleading or inappropriate.

13.4 Radcliffe & Rose cannot be held responsible for the actions of third parties who copy, download, screenshot or otherwise misuse images after they have been published online.

14. Force Majeure

14.1 This agreement may be altered, postponed or cancelled where either party is prevented from fulfilling their obligations due to circumstances beyond their reasonable control. This may include, but is not limited to, serious illness, injury, bereavement, fire, flood, extreme weather, travel disruption, venue closure, government restrictions, civil emergency, crime, or other events outside reasonable control.

14.2 Where such circumstances arise, both parties agree to communicate promptly and work together in good faith to find a fair and reasonable solution.

14.3 If Radcliffe & Rose is unable to provide the agreed services due to circumstances beyond reasonable control and no suitable replacement can be arranged, liability shall be limited to a refund of fees paid for services not provided.