



Wedding Photography Terms and Conditions

This agreement sets out the photography services for your wedding, payment arrangements and the responsibilities of ATD Photography and the client. The agreed quotation and written booking correspondence form part of this agreement.

1 Parties

Photographer	James Tonge trading as ATD Photography ("ATD", "we" or "us").
Business address	The Holt, Sparrowhawk Way, Apley, Telford, Shropshire, TF1 6NH.
Email	james@atd-photography.com
Telephone	07790 032684 / 01952 936039

The Client is the person making the booking with ATD Photography and signing these terms. The Client is responsible for payment and arranging the agreed wedding details. The wedding date, locations, photography services, inclusions and price are recorded separately in the booking form and agreed written booking correspondence, which form part of the agreement. These general terms apply to that booking and do not need to be personalised for each client.

2 Booking confirmation

A £300 booking fee is payable when booking and is credited against the agreed photography fee. Your wedding date is reserved once ATD has received the signed agreement and booking fee and has confirmed acceptance in writing. ATD will provide you with a copy of the accepted agreement.

3 Payment and late payment

The final balance must be received no later than 30 days before the wedding date. ATD Photography is not required to provide photography services until all sums due under the agreement have been paid in full. For bookings made within 30 days of the wedding, the agreed photography fee is payable in full when booking.

If a payment is overdue, ATD will contact you and give written notice of the amount due and a reasonable opportunity to pay before suspending performance or ending the booking. The notice will explain the deadline and consequences, taking account of how close the wedding is. If ATD ends the agreement because a material payment default remains unresolved after that notice, any cancellation charge is subject to section 12 and your statutory rights.

Albums and other optional products are charged only when you agree to order them. If ordered before the final balance is due, their agreed price may be included in the final invoice. Later orders are payable on the agreed ordering terms. Additional charges must be expressly agreed before they are incurred.

4 Photography services

The photography services and price are those agreed before you sign. Wedding photography is provided by one photographer. Where full-day coverage is booked, this normally runs from bridal or partner preparations through to the first dance, with practical timings agreed before the wedding.

Any included pre-wedding shoot, guest book, USB, album or other product will be identified in the agreed booking correspondence. Optional albums may be chosen later and do not require a new photography agreement. The product, price and delivery arrangements will be confirmed by email and agreed by the Client. Full payment for the album must be received before ATD Photography places the order with the album supplier.

ATD will carry out the services with reasonable care and skill. Please discuss significant timing or venue changes promptly. If the day runs late, ATD will discuss the effect on coverage with you. No additional hourly charge applies under this agreement. A material extension or change to the agreed service requires mutual agreement; a late-running event does not automatically create unlimited coverage.

5 Client cooperation and wedding day arrangements

Please provide the wedding timetable, venue information and a group-photograph list in good time before the wedding. Nominate someone who knows the guests to help gather groups and allow sufficient time for photographs. Tell ATD about important people, moments, access needs and any privacy or safeguarding concerns.

ATD will make reasonable efforts to capture requested photographs, but cannot guarantee every person, moment, background or group arrangement. Weather, available light, delays, guests who are unavailable or unwilling, and venue restrictions may affect the result. This does not excuse a failure by ATD to exercise reasonable care and skill.

6 Venues and other suppliers

Please obtain any necessary venue permissions and tell ATD about restrictions imposed by churches, registrars, celebrants or venues, including limits on flash, movement, positions and photography during the ceremony. ATD will work within those rules and discuss their effect where reasonably possible.

Unless otherwise agreed, ATD is the sole commissioned professional still photographer. Agreed videographers and wedding content creators are welcome. Please ask all suppliers and guests to cooperate and avoid blocking views, interrupting arranged photographs or directing people away from ATD during agreed photography time.

ATD is not responsible for a missed photograph to the extent that it is caused by restrictions or interference outside ATD's reasonable control, despite reasonable efforts to work around the problem. ATD remains responsible for its own lack of reasonable care and skill.

7 Meals travel and safe working

For full-day coverage, please provide a meal for the photographer and a reasonable opportunity to eat, normally while the wedding party is eating. If a meal cannot be provided, tell ATD beforehand so a suitable break can be arranged.

Where distance or the wedding start time reasonably requires an overnight stay before the wedding, an accommodation charge of £100 applies only if disclosed and agreed in writing. Any other travel, parking or accommodation charges must also be disclosed and agreed before booking or before you approve a later change.

ATD may pause work where there is a genuine risk to safety, including threatening or abusive behaviour. Where practicable, ATD will explain the problem and give you or the venue an opportunity to resolve it. If work must stop, the financial outcome will fairly reflect the services provided, the cause of the interruption and your statutory rights.

8 Creative approach and editing

You acknowledge ATD's portfolio and photographic style. ATD selects the photographs delivered and applies its usual creative approach to composition, posing, colour, black-and-white conversions and editing, while taking account of the agreed service and reasonable requests.

Only selected, fully edited, high-resolution JPEG photographs are supplied. RAW files, unedited photographs, duplicates and rejected images are not supplied. Extensive retouching or a materially different editing style is outside the standard service unless agreed. Any additional retouching cost must be quoted and accepted before work begins.

9 Image quantity and delivery

For a typical full-day wedding, approximately 600–800 edited photographs are normally supplied. This is an estimate, not a guaranteed minimum or fixed number. The quantity depends on the coverage booked, events, conditions and opportunities on the day.

The estimated gallery delivery time is 6–8 weeks after the wedding. ATD will notify you of any significant delay, explain the reason and give a revised estimate. Any extension must be reasonable and does not remove your statutory rights. Delivery is through a secure online gallery and the agreed USB, with arrangements for the USB confirmed with you.

10 Gallery access and copyright

The online gallery is available for 14 months from delivery and is then archived. Please download your photographs and keep your own backups of the gallery files and USB. ATD can normally retrieve an archived gallery on request, subject to the files remaining available. Archiving is not a promise of permanent storage; image retention is explained in the privacy notice. Any retrieval charge must be agreed in advance.

Copyright in the photographs remains with ATD Photography, subject to any rights belonging to third-party contributors. Copyright is governed by the Copyright, Designs and Patents Act 1988. You receive a perpetual, non-exclusive licence to download, copy, print and share the delivered photographs for personal, non-commercial use, including personal social-media accounts and sharing with family and friends.

Please credit ATD Photography when sharing publicly where reasonably practical. You may crop or resize for personal display, but please do not apply filters or materially alter the photographs and present them as ATD’s work. Wedding suppliers may use photographs for business promotion only with ATD’s prior written permission and an appropriate lawful basis for using identifiable people’s images. Sale, licensing and other commercial uses require ATD’s written permission.

11 Portfolio social media and publicity

Permission for ATD to use photographs publicly is recorded separately on the booking form. Signing these terms does not itself give image-use consent. ATD will follow the permission recorded there and obtain any further permissions required for other identifiable people, including children.

You may withdraw your image-use consent at any time by contacting ATD using the details in section 1. Your decision does not affect your photography service or price. ATD will stop future use relying on that consent and remove relevant images from channels it controls without undue delay. Withdrawal does not make earlier lawful use unlawful; ATD cannot guarantee removal of copies independently shared by others or recall material already distributed.

12 Cancellation by the client

To cancel, please send a clear written notice to ATD’s email in section 1. ATD will acknowledge it promptly. Subject to any applicable cooling-off rights, the £300 booking fee is non-refundable when you cancel, but only to the extent that retention is fair and reflects ATD’s actual direct loss.

The following schedule sets the maximum cancellation charge, including the booking fee, based on the number of days between receipt of your cancellation notice and the wedding date. The photography fee excludes optional products that have not been ordered.

Notice before the wedding	Maximum total cancellation charge
More than 180 days	£300 booking fee
91–180 days	50% of the agreed photography fee
61–90 days	75% of the agreed photography fee
60 days or fewer	100% of the agreed photography fee

The amount retained or charged will not exceed ATD’s actual direct loss caused by cancellation, even where the schedule would allow more. ATD will deduct costs saved and take reasonable steps to reduce loss, including seeking a replacement booking. Net income from a replacement booking for the same date will be taken into account. There will be no double recovery of the same loss.

Payments already made, including the £300 booking fee, count towards the cancellation charge; the booking fee is not added on top of a percentage charge. ATD will explain the calculation on request. Separately ordered

personalised products will be assessed against work already carried out and unavoidable costs, without recovering the same loss twice.

ATD Photography offers a 14-day cooling-off period starting the day after ATD confirms acceptance of your booking in writing under section 2. You may cancel during this period by sending a clear statement to the email address in section 1. The cancellation-charge schedule above does not apply.

If no services have been supplied, all payments received, including the £300 booking fee, will be refunded within 14 days of receiving your cancellation notice.

If you want photography services to begin during this period, ATD will obtain your express written request before starting and explain any payment due if you subsequently cancel. In that situation, ATD may charge only a reasonable amount proportionate to the services actually supplied before cancellation, subject to applicable law. Any remaining payments will be refunded within 14 days of receiving your cancellation notice. The £300 booking fee is not automatically retained.

After the cooling-off period, the cancellation terms above apply. Nothing in this agreement limits your statutory cancellation, refund or other consumer rights.

13 Postponement and changes of date

Please request a change of date in writing as soon as possible. If ATD is available and agrees the new date, the booking fee and other payments transfer to that date. There is no automatic administration or rebooking fee. Any change to services, price or expenses must be expressly agreed in writing before the transfer is confirmed; ATD will not impose a unilateral price increase.

If ATD is unavailable on your chosen new date and you use another photographer, this will normally be treated as cancellation of the original booking under section 12. The booking fee is normally retained only to the extent permitted by that section. Any additional charge is also subject to the loss and mitigation limits there. If circumstances beyond reasonable control prevent performance, section 15 applies instead where relevant.

14 Photographer illness or inability to attend

If illness, injury or another emergency prevents the photographer attending, ATD will inform you as soon as reasonably possible and make reasonable efforts to arrange a suitably qualified replacement. ATD will discuss the replacement with you and obtain your agreement before making a material substitution. There will be no additional charge for an agreed equivalent replacement.

If no suitable replacement is available or agreed and ATD cannot provide the wedding photography, ATD will refund all payments for the services and products it cannot provide, including the booking fee where the wedding photography cannot be provided at all. A refund does not exclude other remedies you may have under consumer law.

15 Events beyond reasonable control

Events such as serious emergencies, severe weather, government restrictions or venue closure may prevent performance despite reasonable precautions. The affected party must notify the other promptly, explain the effect and take reasonable steps to reduce disruption. Ordinary workload pressure or a preventable equipment problem is not automatically an event beyond reasonable control.

Where performance is temporarily prevented, the parties will discuss a reasonable alternative or rescheduling without requiring either party to accept a materially different service. If performance becomes impossible or the contract cannot reasonably continue, payments and any allowable deductions will be dealt with fairly under applicable law. This provision does not automatically make payments non-refundable or require the Client to pay for services not supplied, and does not exclude statutory rights or the law relating to frustration.

16 Equipment and image security

ATD uses backup camera equipment and memory cards and backs up photographs to hard drives after the wedding. ATD will take reasonable care in recording, handling, storing and delivering images. These measures reduce risk but cannot guarantee that every possible equipment or data failure is prevented.

If an equipment or data problem affects the photographs, ATD will tell you promptly, investigate reasonable recovery options and discuss an appropriate remedy. Depending on the extent of the problem and applicable consumer law, this may include a proportionate price reduction or refund, including a full refund for total failure of the contracted service. A wedding cannot necessarily be re-photographed, and your legal remedies are preserved.

17 Liability and consumer rights

Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Your rights under the Consumer Rights Act 2015 and other applicable consumer law remain unaffected, including the right to services supplied with reasonable care and skill.

ATD is responsible for loss or damage caused by its breach of this agreement or failure to exercise reasonable care and skill where that loss was reasonably foreseeable. ATD is not responsible for losses caused solely by the Client or a third party outside ATD's control.

18 Privacy and personal information

The sole trader identified in section 1 is the data controller for information handled by ATD Photography. ATD uses contact details, wedding information and photographs to administer bookings, provide photography services, deliver products, manage payments and handle queries or complaints.

Information may be handled through Jotform, the secure online gallery provider, Dropbox, Xero, the album supplier and other necessary service providers. ATD will use appropriate safeguards and share only information reasonably needed for the relevant purpose. Promotional use is handled separately under section 11.

ATD's separate privacy notice explains the lawful bases used, recipients, any international transfers and safeguards, retention periods, individual rights and how to complain to the Information Commissioner's Office at ico.org.uk.

Requests to access, correct or erase information, object to processing or withdraw consent may be sent to ATD. Some information may need to be retained for legal or accounting reasons; erasure is not automatic in every circumstance.

Please [click here](#) to read the privacy notice before signing.

19 Complaints and general terms

Please raise any concern promptly using ATD's contact details in section 1 so that ATD can investigate and try to resolve it. ATD will acknowledge the complaint and explain the next steps. Raising a complaint does not restrict your right to seek independent advice or use available legal remedies.

These terms, the booking form and the agreed written booking correspondence record the booking. Written amendments must be agreed by both parties. Nothing removes the effect of information or promises that are binding under consumer law. Optional product orders and agreed later changes will be recorded in writing.

The agreement is governed by the law of England and Wales. Consumers may bring proceedings in the courts available to them under applicable law, including their home jurisdiction where entitled. If a provision is unenforceable, the remaining provisions continue so far as legally possible. Electronic signatures and copies may be used, and both parties will receive the completed agreement.