

Styled Funeral Photoshoot - Terms and Conditions

These terms and conditions apply to bookings for the Match & Dispatch Styled Funeral Photoshoot, referred to below as 'the Photoshoot'.

By booking a place and making the first payment, you confirm that you have read and accepted these terms and conditions.

1. The Photoshoot

The Photoshoot is a styled professional photography day designed to provide participants with a portfolio of funeral celebrant marketing images.

The day may include:

- Individual headshots and portraits
- Photographs of participants conducting a styled funeral ceremony
- Photographs of participants taking part in a staged family meeting
- Group, background and general promotional photographs
- A marketing session or other activities described in the booking information

The funeral, ceremony and family meeting shown during the Photoshoot are staged for photographic and training purposes. Participants may be asked to take on different roles throughout the day.

2. Price and payment

The total cost is £500 per participant.

Payment may be made either:

- In full as one payment of £500; or
- In four instalments of £133.

The first £125 of every booking is the booking deposit. This applies whether the participant pays in full or by instalments.

A place is not secured until the first payment has been received.

Where payment is made by instalments, the remaining payments must be made according to the payment schedule agreed at the time of booking. The full balance must be paid no later than one month before the Photoshoot date, unless Match & Dispatch has agreed otherwise in writing.

Failure to make an instalment when it is due may result in the booking being cancelled. The cancellation terms below will then apply.

3. Minimum number of participants

The Photoshoot requires a minimum of ten paying participants to go ahead.

If ten confirmed participants have not booked by the date specified by Match & Dispatch, we may:

- Cancel the Photoshoot;
- Postpone it to a later date; or
- Offer an alternative arrangement.

If we cancel because the minimum number has not been reached, participants will be offered either:

- A full refund of all payments made; or
- The option to transfer all payments to a rescheduled Photoshoot.

The £125 booking deposit will not be retained where Match & Dispatch cancels the Photoshoot.

Match & Dispatch will not be responsible for additional expenses incurred by participants, such as travel, accommodation, clothing or childcare. Participants are advised to book refundable or flexible travel and accommodation wherever possible.

4. Cancellation by the participant

All cancellations must be made in writing by email.

The following cancellation terms apply:

More than one month before the Photoshoot

The first £125 is a non-refundable booking deposit.

Any amount paid above the first £125 will be refunded.

One month or less before the Photoshoot

All payments made are non-refundable.

This is because venue, photographer, styling, catering and other costs will have been committed and it may not be possible to fill the cancelled place at short notice.

Where we are able to fill the cancelled place with another paying participant, we may, at our discretion, refund some or all of the amount retained after deducting the booking deposit and any costs or losses already incurred.

Non-attendance on the day will be treated as a cancellation and no refund will be given.

Participants are advised to consider obtaining suitable insurance to cover cancellation due to illness, travel disruption or other unexpected circumstances.

5. Transferring a place

A participant may ask to transfer their place to another suitable person.

Any transfer must be approved by Match & Dispatch in advance and the replacement participant must agree to these terms and conditions, including the photography and image-use provisions.

Match & Dispatch reserves the right to refuse a proposed transfer where there is a reasonable practical, safeguarding or operational reason for doing so.

6. Cancellation or changes by Match & Dispatch

We will make every reasonable effort to deliver the Photoshoot as advertised. However, circumstances outside our reasonable control may require us to make changes.

We may change:

- The venue;
- The photographer or other suppliers;
- The timetable;
- The photographic sets;
- The styling, props or activities;
- The running order; or
- Other practical details of the day.

A change of venue will not automatically entitle a participant to cancel or receive a refund, provided the replacement venue is reasonably accessible and does not substantially alter the nature of the Photoshoot.

Where a material change makes attendance substantially more difficult for a participant, we will consider the individual circumstances and try to find a fair and reasonable solution.

If Match & Dispatch cancels the Photoshoot completely, participants will receive a full refund of all payments made or may choose to transfer those payments to another Photoshoot.

Our liability for cancellation will be limited to the amount paid to Match & Dispatch. We will not be responsible for consequential costs such as travel, accommodation, lost earnings or childcare, except where the law does not allow such liability to be excluded.

7. Accessibility, dietary and other requirements

We want the Photoshoot to be as welcoming and accessible as reasonably possible.

Participants should tell us about any accessibility, mobility, sensory, dietary, medical or other relevant requirements when booking, or as soon as they become aware of them.

We will make reasonable efforts to accommodate individual needs. However, because we use external venues, suppliers and catering providers, we cannot guarantee that every request or requirement can be met.

We will discuss any significant limitations that we know about before the Photoshoot wherever reasonably possible.

Participants remain responsible for deciding whether the venue, food and activities are suitable for their individual circumstances.

8. Clothing, appearance and preparation

Participants are responsible for bringing appropriate clothing, footwear and personal items in accordance with the information provided before the Photoshoot.

We may provide general guidance about colours, patterns, styling and suitable outfits, but responsibility for personal presentation remains with the participant.

Match & Dispatch and the photographer cannot be responsible for creased or unsuitable clothing, marks, stains, hair, make-up, personal grooming or other matters relating to a participant's appearance.

9. Photography and creative decisions

Photography is a creative and subjective service.

The photographer and Match & Dispatch will make the final creative and practical decisions regarding matters including:

- Lighting;
- Posing;
- Composition;
- Camera angles;
- Backgrounds;
- Styling;
- Image selection;
- Cropping;
- Colour balance;
- Retouching; and
- The final editing style.

We will make reasonable efforts to produce professional, varied and useful marketing photographs. However, we cannot guarantee that every participant will like every photograph or that every pose, expression or image will meet their personal preferences.

A participant will not be entitled to a refund solely because they dislike their appearance, expression, pose or other subjective aspect of the final photographs.

This does not affect the participant's statutory rights where photography services have not been provided with reasonable care and skill.

Raw, unedited or rejected image files will not be supplied.

10. Number and delivery of photographs

The anticipated number of photographs supplied to each participant will be stated in the booking information.

Any number given is an estimate unless expressly described as guaranteed. The precise number may vary depending on the photographs taken, technical quality, groupings, available time and the professional selection made by the photographer.

Images will be supplied digitally using the delivery method advised by Match & Dispatch.

Any estimated delivery date is a guide rather than a guaranteed deadline. Participants will be informed if there is a significant delay.

Match & Dispatch is not responsible for a participant's failure to download, save or back up their images after they have been supplied. Participants should download and securely store their photographs promptly.

11. Participant use of their photographs

Once the final photographs have been supplied, each participant is granted a personal, non-exclusive licence to use the photographs featuring them for their own celebrant business and professional promotion.

This includes use on:

- The participant's website;
- Social media;
- Printed marketing materials;
- Business listings;
- Press features;
- Advertising; and
- Presentations relating to their own business.

Participants may crop or resize their photographs for practical marketing purposes. They must not apply edits or filters that materially misrepresent the quality of the photographer's work.

Photographs must not be sold, licensed to another business, entered into commercial image libraries or used to promote an unrelated third party without written permission.

Where reasonably practical, the participant should credit Match & Dispatch and the photographer when publishing the photographs.

12. Copyright

Copyright and all other intellectual property rights in the photographs will remain with Match & Dispatch, the photographer, or both, according to the arrangements between them.

Payment for the Photoshoot does not transfer copyright ownership to the participant.

Participants receive only the licence to use their final photographs as described in these terms.

13. Permission to photograph and film participants

By attending the Photoshoot, each participant gives Match & Dispatch and its appointed photographers and videographers permission to photograph and film them throughout the day.

The participant grants Match & Dispatch an irrevocable, worldwide, royalty-free and perpetual right to store, reproduce, edit, crop, publish, display and otherwise use photographs and video footage featuring them.

This material may be used for purposes including:

- Match & Dispatch websites;
- Social media;
- Course and training materials;
- Advertising and promotional campaigns;
- Printed materials;
- Presentations;
- Press and public relations;
- Email marketing;
- Articles and blogs;
- Celebrant directories; and
- Promotion of future photoshoots, courses, services and events.

Match & Dispatch may combine images with text, graphics, branding, music or other content and may use them in any current or future media format.

The participant will not be entitled to inspect or approve the final material before publication and will not receive further payment, royalties or compensation for its use.

Match & Dispatch will not knowingly use an image in a defamatory, misleading or degrading context.

This permission relates to photographs and footage taken as part of the Photoshoot and continues after the participant's relationship with Match & Dispatch has ended.

Participants who do not wish to grant this permission should not book the Photoshoot, as photographing participants for promotional use is an essential part of the event.

14. Other participants and confidentiality

The Photoshoot may involve staged conversations, funeral arrangements and family scenarios.

Participants must respect the privacy, personal information and professional reputation of everyone attending.

Participants must not publish unflattering behind-the-scenes images, private conversations or personal information about another participant without that person's permission.

Participants may take their own informal photographs or video only where this does not disrupt the professional photography and where everyone identifiable in the image has agreed.

15. Conduct

Participants are expected to behave professionally and respectfully towards other participants, Match & Dispatch, the photographer, venue staff, models, suppliers and guests.

Match & Dispatch may require a participant to leave if their behaviour is unsafe, abusive, discriminatory, disruptive or otherwise seriously inappropriate.

Where a participant is required to leave because of their conduct, no refund will be given.

16. Health and safety

Participants must follow reasonable instructions given by Match & Dispatch, the photographer and venue staff.

Participants are responsible for taking reasonable care of themselves and others and for informing us about any condition or circumstance that may affect their safe participation.

Match & Dispatch is not responsible for loss, injury or damage resulting from a participant's failure to follow reasonable instructions or disclose relevant requirements.

Nothing in these terms excludes or limits liability where doing so would be unlawful, including liability for death or personal injury caused by negligence.

17. Personal belongings

Participants are responsible for their own clothing, equipment, phones, jewellery, bags and other belongings.

Match & Dispatch cannot accept responsibility for loss, theft or damage to personal belongings unless caused by our negligence.

18. Events outside our control

Match & Dispatch will not be responsible for delay, disruption, changes or cancellation caused by events outside our reasonable control.

These may include extreme weather, serious illness, accident, transport disruption, venue closure, government restrictions, industrial action, power failure or the unexpected unavailability of an essential supplier.

Where possible, we will try to reschedule the Photoshoot or offer a reasonable alternative. Any refund or transfer will take account of the circumstances, costs already incurred and applicable consumer law.

19. Complaints

Any concern arising during the Photoshoot should be raised with Match & Dispatch as soon as possible so that we have an opportunity to address it.

Complaints after the event must be submitted in writing, with full details, within 14 days of receiving the final photographs.

We will consider the complaint fairly and respond within a reasonable period.

20. Statutory rights

Nothing in these terms limits or removes any rights a participant has under applicable consumer law.

If any part of these terms is found to be invalid or unenforceable, the remaining terms will continue to apply.

21. Governing law

These terms and conditions are governed by the laws of England and Wales.

The courts of England and Wales will have jurisdiction, subject to any legal right a participant may have to bring proceedings elsewhere.

22. Business details

The Photoshoot is provided by:

Match & Dispatch Ltd

Company number: 15871385

Email: hello@matchanddispatch.com

Registered office: 56 Pevensey Road, St Leonards on Sea, E Sussex, TN38 0LS

Booking acceptance

By making the first payment, the participant confirms that:

- They have read and accepted these terms and conditions;
- They understand the cancellation and refund arrangements;
- They understand that the Photoshoot requires a minimum of ten participants;
- They give permission to be photographed and filmed;
- They agree to Match & Dispatch using their image as set out above; and
- They understand that photography is subjective and that personal dislike of an image does not, by itself, create a right to a refund.