

Wildcard Weddings

Contract For Wedding Photography



This contract is a mutually binding agreement between:

Dennis Smith and Matthew Smith of Wildcard Photography (trading as Wildcard Weddings) hereafter referred to as 'the photographers'

and

..... and

hereafter referred to as 'the Bride and Groom' for the provision of the agreed photographic service and products relating to their forthcoming wedding.

The date of the wedding is:

This contract is governed by the laws of England and is subject to the jurisdiction of the English courts.

Service Provided

Details of the booking are to be as the Booking Information Questionnaire completed by the Bride and Groom subject to any changes agreed in writing between the parties. The Schedule of Timings shall be as the agreed schedule. The extent of photographic coverage shall be as described in the Booking Information Questionnaire together with the agreed list of formal group photographs subject to the overriding clauses of this contract.

The agreed fee for the service is:

Booking Deposit

A deposit of £200 is required to be paid at the time of booking. This secures the services of the photographers for the date of the wedding. Cheques should be made payable to Wildcard Photography.

Balance Payment

The balance of the agreed fee is due for payment not later than 30 days prior to the date of the wedding. Payment for any additional albums, prints and the like is made after the wedding at the time of ordering.

Creative Licence

The photographers shall be granted creative and artistic licence in relation to the choice of locations and poses used. The photographers' judgement on photographic style and the number of photographs taken shall be deemed correct.

Obligations and Responsibilities

The parties agree to positive cooperation and communication for the best possible results in meeting the obligations of this agreement.

The photographers:

- Are not responsible for key persons failing to be present or to cooperate during the photography.
- Will not be held responsible for any images spoiled by the actions of others.

- The photographers will do their best to honour the requested photographs and coverage but due to the possibility of circumstances beyond their control and the willingness of subjects do not undertake to guarantee any specific picture nor incorporate any specific background, location, group or subject.

The Bride and Groom:

- Agree to appoint a member of the wedding party to assist the photographers in identifying and organising guests for the purpose of photography.
- Will give the photographers sufficient warning of key events during the day to give the photographers time to prepare.
- Acknowledge that failure to adhere to the agreed schedule of timings for whatever reason may result in not all requested photographs being taken.
- Will ensure that other guests taking photographs will not interfere with the photographers in any way or delay the proceedings such that the available time for photography under this contract is limited.
- Are responsible for the actions of their guests at all times and the photographers will not tolerate any physical or verbal abuse. Such actions may result in the early or immediate departure of the photographers and the bride and groom understand that in this event no refunds will be granted.
- Accept that the photographers are limited by the guidelines and instructions of the ceremony official and the reception location management and any technical or coverage limitations that may result. Negotiation for the moderation of such guidelines and instructions are the responsibility of the Bride and Groom.

Copyright

Under English Law the copyright of all images remains with the photographers. The Bride and Groom acknowledge that all images remain the property and copyright of the photographers and that they may not copy the photographs taken during the course of this contract or allow copies to be made by any means. Should electronic copies of the images be purchased copyright and ownership of the images still remains with the photographers. Under these circumstances the Bride and Groom are granted a licence to distribute and print the images including use on a website provided it is for personal use only and the images or any product that they are incorporated into is not sold in any way. The Bride and Groom may not use the images provided under this contract for any commercial purpose.

Cancellation by the Bride and Groom

The booking fee will be refunded should cancellation of this contract occur within 14 days of signing. Should the Bride and Groom wish to cancel the wedding or the appointment of the photographers for any reason during the period between 14 days after the signing of this contract and 30 days prior to the wedding date the booking deposit will be forfeit. Should a cancellation occur during the period of 30 days prior to the wedding the full fee will be forfeit. Forfeit of fees and/or deposits is in compensation for loss of income. Should a wedding be postponed and the photographers are available for the new date then fees already paid may be applied to the new wedding date less any costs incurred by the photographers in preparation for the original event.

Cancellation by the Photographers

In the event of total failure to provide the agreed service due to Force Majeure, Act of God, injury, sickness, death, strike or any other reason beyond the photographers' control liability shall be limited to a full refund of all monies paid. Statutory rights are not affected. The photographers have full Public Liability and Professional Indemnity Insurance. The Bride and Groom acknowledge that the photographers are not liable for any damages, emotional or otherwise.

Right of Withdrawal

Should the agreed details of the wedding change after the signing of this contract to such an extent that the photographers are no longer able or willing to complete the provision of the service then the photographers reserve the right to withdraw from this contract. In such an event refunds of any monies received will be treated as set out in "Cancellation by the Bride and Groom" above. Notwithstanding, reasonable cooperation of the photographers in adapting to changing circumstances will be given.

Loss of Images

The photographers undertake to take care in the handling, storage and processing of images and products resulting from the wedding. In the unlikely event that images or products are lost, stolen or damaged in any way the photographers liability shall not exceed the agreed fee for the service. Any refund in respect of partial loss will be prorata the amount of images provided.

Model Release

The Bride and Groom hereby assigns and grants the photographers and their legal representatives, heirs and assigns the irrevocable and unrestricted right to use, alter and publish photographs of the Bride and Groom and images of their wedding in general for any purpose whatsoever and in any medium. The Bride and Groom release the photographers and their legal representatives, heirs and assigns from all claims and liabilities relating to the images. The photographers confirm that images shall not be used in any way deemed to be defamatory towards the Bride and Groom.

I have read and fully understand the terms of this contract and realise that this contract becomes effective immediately:

Signed:
Name:
Date:

Signed on behalf of Wildcard Photography trading as Wildcard Weddings:

Signed:
Name:
Date: