

## Wedding Booking Form

Date of Wedding:	
Bride's Name:	Groom's Name:
Address Before Wedding:	Parent's Attending / Address:
Telephone: (H): (M):	
Email address:	
Church / Marriage Venue:  Time of Service:  Name of Clergy:	Reception Venue:  Time Dining:  Number of Guests:
Best Man:  Bridesmaids:  Ushers/Pageboys:	Photography Collection Choice:
Family & Friends Group Photos Required:	
Total Amount Due:	
Booking Fee Paid:	
Total Balance Due:	Date Due:

## **Contract for Wedding Photography**

**The Photographer is Patrick Stubbs, trading as Natural Expressions Photography.**

**The Client shall be those who have contracted the Photographer for services to be performed by the Photographer.**

By this contract between Natural Expressions Photography (hereinafter called 'The Photographer' and (hereinafter called 'The Client'), it is mutually agreed that the Photographer shall provide services and/or goods as specified and that the Client shall pay the Photographer the amounts due for the said services and/or goods on the due dates set out in the booking form ('Wedding Booking form').

### **Terms and Conditions of Wedding Contract**

It is agreed that this contract will govern terms and conditions on which the Photographer will take images of the Client's wedding (details of which are in the Wedding Booking Form), and it agreed for the sake of certainty that this contract together with any written representations made by the Photographer set out the total contract made between the parties. No variation or modification of this contract shall be effective unless agreed by both parties in writing.

#### **1. PAYMENT**

A deposit of £350 ("The Deposit") is charged when the client signs this contract. The deposit is refundable if the services of the photographer are no longer required. This deposit is a part of the package price selected, the balance of which is due 30 days before the date of the ceremony as specified on the Wedding Booking Form. Payment for additional album pages, albums, prints, frames and other items are made after the wedding at the time of ordering. Prices at the time of booking for the Bride and Groom stay in effect. All other orders are at the price specified at the time of ordering.

#### **2. EXCLUSIVITY**

In order that the client receives the best service and highest quality photographs Natural Expressions Photography must be the exclusive supplier of professional photography. Additional professional photographers may only be employed by agreement.

#### **3. DISPLAY**

The Client hereby allows the Photographer to display any image/s taken pursuant to this contract, and to generally promote the business in publicity, advertising and PR, posters, cards, calendars, display, portfolio materials, exhibition, point of sale, editorial and books, magazine articles, newspapers and websites/weblogs and other internet sites related to the Photographer, and to use any of the image/s in entering photographic competitions/awards. No use of the image/s will be made by the Photographer for any other commercial reason except with the express written permission of the Client. For the avoidance of doubt, all copyright in the images are owned absolutely by the Photographer within the provision of the Copyright, Design and Patents Act 1998. It is contrary to this act to copy or to allow to be copied photographically, electronically, or by any other means, any image or product created as part of this contract without the express permission of the Photographer.

The clients hereby allow the photographer to display any photograph covered by this contract and to generally promote the business in publicity, advertising and PR, posters, cards, calendars, display, exhibition, point of sale, editorial and books, magazine articles, newspapers and websites.

#### **4. NUMBER OF IMAGES**

The client will receive all images that pass the editing stage. The images received will be the same ones as those shown on the online gallery. Images that do not pass edit are permanently deleted.

#### **5. RETOUCHING**

Retouching, digital manipulation, and artiste finishing is available to the Client as a specific request for an additional price to be quoted at the time.

#### **6. ALBUM COMPILATION**

Any album will be designed without initial input from the Client. A draft will then be sent to the Client for approval, or to make initial changes. If changes to the album design are required are required, these will be made by the Photographer and a subsequent draft of the album design will be sent to the Client. This process will continue until the Client approves the album design. The Client must then provide the Photographer with written approval of the design, and authorisation to send the album to production.

#### **7. LICENCE**

The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographer shall not be held responsible for the lack of coverage caused by the following reasons: The Bride, Groom or wedding party not being on time, members of the wedding party being unavailable when called for a photograph, if the wedding is running late, or if restrictions regarding photography at the desired location of the wedding are in force. The Client acknowledges that in the course of a function or ceremony, the Photographer's activities may be constrained and that viewing angles and projections may not be the Photographer's choice. Due to the vagaries of the weather and the willingness of the subject/s it may not be possible to capture all the images requested by the Client. The Photographer, with the cooperation of the Client, will do their best to produce coverage of the wedding in the time allocated to them.

#### **8. LIMITATION OF LIABILITY / FORCE MAJEURE**

The Photographer takes the utmost care with respect to the exposure, editing, and production of all products and services offered. Every effort will be made to assure satisfaction according to the Photographer's professional standards. However, the Photographer is not responsible for subjective interpretations of photography. Weddings are dynamic and fast moving, and the Photographer can not guarantee that any specific photograph will be produced.

In the event that the Photographer can no comply with the terms of this contract due to negligence, oversight, accident, error, omission, any other avoidable or unavoidable circumstance, whether caused by the Photographer or otherwise, the Photographer's liability for this or any other circumstance shall be limited to the amount paid up to that time by the Client. The Photographer does not guarantee to capture any particular image/s or meet any particular aesthetic criteria as part of its performance under this contract.

The Photographer will not be held liable for any incident arising from interference of any present party, at any photographic location, that may affect quality of images or results in damage to any party. In addition, failure by the Client to make any payment as and when agreed shall release the Photographer from any further responsibility under this contract, without the responsibility to return any monies previously paid under this contract. Non receipt of the full balance by the due date will be deemed cancellation of the agreement by the Clients.

In the unlikely event of total photographic failure, death, injury or sickness beyond the Photographer's control, the Photographer's liability shall be limited to a full refund of all monies paid. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the mail or otherwise lost or damaged. The Client's statutory rights are not affected. The Photographer has full Public Liability and Professional Indemnity Insurance.

## **9. CANCELLATION**

The Client may cancel this contract at any time after it has been signed, by sending a written notice to the Photographer (an email is not acceptable since a signature is required). Any payments made to date are refundable in full.

## **10. DIGITAL FILES**

Digital files remain the property of the Photographer and will remain on file for 2 years. It is not guaranteed that orders can be fulfilled after this period, but if it is possible, they will be subject to an additional search fee of £100.

The client agrees that it is their responsibility to make a secure back up copy of the photos received on the USB stick. The photographer will only guarantee the secure back up of photographs for a period of 2 years after the wedding day.

I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing. I realise that this contract becomes effective immediately and agree that the cancellation rates will apply in the case of any cancellation by me.

**Signature:**

**Signature:**

**Print Name:**

**Print Name:**

**Date:**

**Date:**

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**Signed by Natural Expressions Photography:**

**Patrick Stubbs**

**Date:**

## **Bank / Payment Details :**

Payee : Natural Expressions Photography

Bank : Santander

Account Number : 47707560

Sort Code : 09-01-27