

*David Millington*

PHOTOGRAPHY

## CONTRACT FOR WEDDING PHOTOGRAPHY

This Agreement constitutes an order for wedding photography as agreed by both parties: David Millington Photography Ltd. ("the Photographer") and the Contracting Party ("the Client"). It is mutually agreed that the Photographer shall provide services and/or goods as specified and that the Client shall pay the amount due for the said services and/or goods on the due date set out on the booking form.

### DEPOSIT:

A fee of £250.00 ("the Deposit") is required at the time of booking, together with delivery of a signed contract to the Photographer. Payment of the Deposit secures the time and services of the Photographer on the date of the wedding ceremony. However dates are reserved only when the Deposit is received by the Photographer in cleared funds. Payment of the Deposit is to be made over the telephone using a debit or credit card (no card fees apply) or cheques made payable to David Millington Photography Ltd. The Deposit is non refundable.

### BALANCE PAYMENT:

The balance of the wedding package is to be paid no later than 30 days prior to the date of the wedding ceremony. Payment for additional wedding book pages and prints is to be made after the wedding at the time of ordering.

### SUSTENANCE:

The Photographer will require a hot main course meal.

### CREATIVE LICENCE:

The Photographer shall be granted creative and artistic licence in relation to the choice of locations and poses used. The Photographer's judgment on photographic style and the number of photographs taken shall be deemed correct. Style and number of photographs are dependent on changes of the weather and the availability and willingness of subjects. The Photographer will endeavour to honour requested photographs but does not undertake to guarantee any specific photograph nor incorporate any specific background, location or group arrangement.

### COPYRIGHT:

The entire copyright of the photographs is retained by the Photographer at all times throughout the world. Any images or copies of images whether stored digitally or otherwise on any computer programme including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988 ("the Act"). It is contrary to the Act to copy or allow copies of an image created as part of this agreement (whether in print form electronically or by other means) without the written permission of the Photographer. The Photographer grants the Client a licence to use the images for personal display purposes only.

### THE PHOTOGRAPHER:

On occasions and without notice it may be necessary for the Photographer originally specified to be substituted by another photographer (e.g. due to ill health).

### IMAGES:

The Photographer reserves the right to use the digital images for advertising, display, internet promotions, publications or other purposes. All images are nominal.

Although the Photographer will endeavour to produce more images than is discussed with the Client, there is no guarantee that any particular number of images will be produced. The Photographer will provide a colour balance but cannot guarantee exact colour matching due to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. The Client acknowledges that it is sometimes impossible to record the exact colour as seen by the human eye.

### RETOUCHING:

The Photographer will perform retouching at his discretion. Further retouching, digital manipulation and artist finishing is available to the Client at additional cost.

### EXCLUSIVITY:

The Photographer shall be the sole professional (still) photographer at the venue specified. Family, friends, and other guests are however, positively encouraged to take photographs throughout the day provided that they do not affect the Photographer from taking and producing the images he requires.

## LIMITATION OF LIABILITY:

This agreement is subject to alteration or cancellation by the Photographer owing to any cause/s beyond his reasonable control, including but not limited to an act of God, fire, war, road closure, total photographic failure, injury or sickness (a "Force Majeure Event"). The Photographer's liability in the case of a Force Majeure Event shall be limited to a full refund of the monies paid. This limitation on liability shall also apply in the event that the photographic materials are damaged in processing, lost through camera or computer malfunction, lost in the postal system, or otherwise lost or damaged. In the event the Photographer fails to perform for any reason, the Photographer shall not be liable for any amount in excess of monies already paid. Your statutory rights are not affected.

Neither party to this agreement shall be liable for indirect or consequential loss.

## CANCELLATION:

The Client may cancel this agreement at any time by giving written notice to the Photographer. In all instances, notification of cancellation will be effective on the date received by the Photographer. If the Client cancels for any reason after a period of 14 days from the date of signing this agreement or paying the Deposit, whichever is the sooner, as compensation for loss of income for the Photographer, the following charges as a percentage shall apply:

Number of days before the wedding:

- 60 days or less before the wedding date - 100% of the balance will be payable.
- 61 - 90 days before the wedding date - 75% of the balance will be payable.
- 91 days - 6 months before the wedding date - 50% of the balance will be payable.
- 6 - 12 months before the wedding date - 25% of the balance will be payable

Should the Client wish to postpone the wedding then, subject to the Photographer's availability, all monies paid may be applied to the new wedding date. In this case, the total fees chargeable shall be fees that apply at that time. In the event that the Photographer is unable to take another wedding booking on the Client's cancelled or postponed date then the above cancellation fees will apply. The Photographer recommends wedding insurance so that any unforeseen events are covered.

## COMPLAINTS:

Any complaints should be raised by the Client with the Photographer in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.

I have read and fully understand the terms of this agreement and understand that this agreement becomes effective immediately. I agree that cancellation rates apply in case of any cancellation by me.

The wedding photography balance payment of £ \_\_\_\_\_ will be due on the \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(by The Client)

I confirm that I have received a signed copy of the above contract and payment of £250 pounds non-refundable booking fee.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

(for David Millington Photography Ltd.)

NB: Please enclose this signed document with the non-refundable booking fee if not already paid to the address below. A copy of this document will be returned to you as soon as we receive the original. Thank you for your wedding booking.