

Wedding Photography Contract

Under these terms & conditions "the photographer" shall mean Paul David Smith Ltd, Company No. 06744662. "The client(s)" are to be the named bride and groom as set out on the wedding booking.

Any changes to the terms and conditions detailed within this contract must be set out and agreed by both parties in writing. This agreement shall be governed in accordance with the laws of England and Wales.

Wedding Deposit

A \pm 350.00 non-refundable deposit is required to book your wedding date and secure the photographers time and services. This deposit can be paid by cheque / cash / bank transfer and the booking isn't confirmed until this payment is cleared.

The wedding deposit will be deducted from the final balance and the remainder of the fee must be paid by the client(s) 30 days prior to the agreed wedding date.

In the event of a cancellation of the wedding this deposit is non-refundable or transferable. Weddings that are postponed or re-scheduled to a later date shall retain the wedding deposit on the basis that the photographer is available to carry out agreed services on the re-scheduled date.

Wedding Details

A timeline of the wedding day, including dates, times and locations will be agreed in writing beforehand to ensure the photographer has an agreed plan for services required. Any changes to these arrangements by either the client(s) or the photographer shall need to be agreed in writing.

Cancellation Policy

This contract may be cancelled by the client(s) at any time by giving notice to the photographer in writing. In cancelling this contract all monies paid shall be forfeited.

Should this contract be cancelled within 60 days of the agreed wedding date then payment shall still be required in full.

Final Images

The photographer shall deliver high resolution (300DPI) images with a minimum longest edge of 1500px.

It is often not possible due to ambient lighting conditions, to record the exact colour as seen by the human eye. In these circumstances the photographer shall make every effort to deliver images with the closest match possible.

The photographer's movements can sometimes be limited during ceremonies to certain areas he is able to photograph from by the official in charge. During these circumstances the photographer cannot be held liable for any obstructed view should this be the case.

The Photographer's judgement regarding the use of locations and poses of the subjects shall be deemed correct. Due to circumstances outside of the photographer's control such as the weather, it may not be possible to obtain all of the requested images as desired.

Editing & Retouching

The client(s) agrees to give the photographer creative freedom when it comes to editing and retouching images, with any specific requirements made in writing by the client(s) prior to the agreed wedding date. All images will be adjusted for brightness, exposure, contrast & sharpness.

Copyright

The <u>wedding photographer</u> retains the rights to all images produced as part of his photography services offering.

Unless otherwise stated in writing the images produced will be granted the client(s) with an "All Purpose, All Media" usage license which means they are free to use the images in any way desired for as long as desired and places no restrictions upon their personal usage.

Promotional Usage

The client(s) hereby allow(s) the photographer to use any image produced for promotional purposes, including but not limited to website advertising, social media, brochures, magazine articles, sample albums etc.

The photographer cannot be held liable or accountable for malicious actions using these images by persons other than Paul David Smith Ltd employees.

Force Majeure or Act of God

This contract is subject to alteration or cancellation by either the client(s) or the photographer owing to any cause beyond their control.

Should the photographer be unable to carry out the agreed services due to circumstances beyond their control such as sudden illness, injury, victim of crime, flooding etc. liability shall be limited to a full refund of any fees paid.

The photographer agrees to use professional grade canon photographic equipment and carry backups of all key equipment. Whilst all equipment is regularly serviced and its performance checked, the photographer will not be held responsible if unable to deliver services due to technical failure of the equipment.

Attendance

Should the photographer be unable to attend the wedding due to unforeseen circumstances, they will either appoint another photographer to carry out services or assist the client(s) in hiring another photographer of their choice.

Limitation of Liability

The photographer cannot be held responsible for any personal accidents during a photographic shoot, these are participated in at the client(s) own risk. Where work is defective for any reason, the photographer's liability (if any) shall be limited to rectifying such defect. The photographer cannot be held responsible for and is not liable for any claims against them due to a delay in completing the work or transit of images.

Wedding Details

Client Name(s): Date of Wedding: Total Fee:

The terms of this contract are accepted by:

PHOTOGRAPHER:

Paul David Smith Ltd

Date: Address:

CLIENT(S):

Client(s) |

Date: Address: