

WEDDING PHOTOGRAPHY AGREEMENT

Wedding Date and Time:

Bride's Name: *

Phone:

Address:

Email:

Groom's Name: *

Phone:

Address:

Email:

(* From hereon known collectively as THE COUPLE.)

Time Photography Session Starts: Ends:

Number of Guests:

Other Photography Sessions agreed on:

Wedding Service Location:

Wedding Official and Contact Number:

Wedding Reception Location:

Wedding Reception Manager and Contact Number:

Bride's Dress-up Location:

Wedding theme, attire & other notes: please specify colour scheme / traditional / formal / informal / casual etc.

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Photography fee agreed on: £_____

A deposit of 25% (£_____) is due when this agreement is signed, and the balance (£_____) is to be paid on the date of delivery of proof photograph CD / DVD in order to choose your images for your album. (If Requested.) Additionally the balance is to be paid on the date of delivery of the completed CD /DVD of those customers purchasing the 'Silver Package' only.

Additional Expenses: THE COUPLE are responsible for all travel, accommodation, meal and transport costs unless provided by THE COUPLE. These are free if within 20 miles of Haywards Heath, West Sussex. -If outside of Haywards Heath travel is charged as detailed on the attached 'Travel Expenses Map'. Any location situated in Zones 7 and 9 accommodation costs will be due.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Colin Kenward, from hereon to be known as THE PHOTOGRAPHER and THE COUPLE. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

RESERVATION: Upon your signature, THE PHOTOGRAPHER will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 25% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE COUPLE understands and agrees that the entire amount owed for the wedding photography package described in the contract is due on delivery of the proof CD / DVD or on the date of delivery of the completed CD /DVD for those customers purchasing the 'Bronze' and 'Silver' package only.

Bookings are taken on a first come first served basis, the first contract and booking fee received will be accepted.

The COUPLE agree that they are responsible for providing all of the correct details regarding the date, time and each address that THE PHOTOGRAPHER should attend. The COUPLE also agree that they have responsibility to check that all building names, street, road and postcode details match. If THE PHOTOGRAPHER arrives at a postcode, building, street or road given by the couple, THE PHOTOGRAPHER will be deemed to have arrived at the correct address. Should the correct postcode be disputed, the correct postcode will be as defined by the Royal Mail.

SAMPLE CD / DVD DELIVERY: After the wedding, THE PHOTOGRAPHER will provide THE COUPLE with a watermarked low resolution Sample CD / DVD. This Sample CD / DVD will contain all photographs (in colour) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorised use. THE COUPLE should as soon as possible provide THE PHOTOGRAPHER with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). The list should specify which images should be in colour, black and white or sepia. Printing of photographs cannot commence prior to THE PHOTOGRAPHERS receipt of this list. THE COUPLE agree if the balance is not paid on initial proof CD / DVD delivery, THE PHOTOGRAPHER will NOT make a final delivery of selected prints, incurring no liability to THE PHOTOGRAPHER and resulting in loss of Reservation Deposit by THE COUPLE. *Not applicable to those customers purchasing the 'Bronze' and 'Silver' package only.*

CANCELLATION: In the event that THE COUPLE cancel the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeited. THE PHOTOGRAPHER agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE COUPLE.

In the event that THE PHOTOGRAPHER is unable to attend for any reason beyond his control: accident, illness or for any other reason then THE PHOTOGRAPHER will not be liable to compensate the client except to return any monies paid.

The COUPLE agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and therefore limits THE PHOTOGRAPHERS liability to the refund of all monies paid under this agreement. Neither party shall be liable for indirect or consequential loss.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times, locations and overall package costs.

EVENT GUIDE: THE COUPLE will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. THE PHOTOGRAPHER will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

90 MINUTE WINDOW: (This is not relevant to all Weddings and is negotiable as to the CLIENT'S requirements.) The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterwards for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, THE PHOTOGRAPHER shall not be held liable for failure to take desired photographs.

THE PHOTOGRAPHER should be made aware of any cultural or faith aspects of the wedding that will enable him/her to produce the best pictures for the day.

COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. THE PHOTOGRAPHER is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to THE PHOTOGRAPHER.

THE PHOTOGRAPHER recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to THE PHOTOGRAPHER, whom THE COUPLE wish to include in informal or candid photographs.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE COUPLE in a manner enjoyed by all parties involved. THE COUPLE and THE PHOTOGRAPHER agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start early or late due to any reason whatsoever, THE PHOTOGRAPHER will not be held liable for any photographs not taken.

ARTISTIC LICENCE: THE PHOTOGRAPHER shall strive to accommodate reasonable requests in regard to poses agreed upon and used, locations used and group shots taken. THE PHOTOGRAPHER shall however be granted artistic licence during the production and post production of the COUPLES wedding photographs.

Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all of the photographs requested.

HOUSE RULES: THE PHOTOGRAPHER is limited by the guidelines of the ceremony official or the reception site management. THE COUPLE agree to accept the technical results of their imposition on THE PHOTOGRAPHER. Negotiation with the officials for moderation of guidelines is THE COUPLES responsibility; THE PHOTOGRAPHER will offer technical recommendations only.

GUEST COOPERATION: THE COUPLE are responsible for the conduct of their guests. THE COUPLE will direct all other service providers (florist, caterer, etc.) to provide any needed information and cooperation to THE PHOTOGRAPHER. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE COUPLE should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

THE PHOTOGRAPHER will not tolerate verbally or physically abusive behaviour, nor will he share his time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE COUPLE are unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of THE PHOTOGRAPHER, it may result in the early or immediate departure of THE PHOTOGRAPHER. THE COUPLE understand that in such an event, no refunds will be granted.

COMPLETION SCHEDULE: The printing process can only start once THE PHOTOGRAPHER receives the order list for the required images. Digital processing takes approximately 3 weeks. Creation of a wedding album takes 3 weeks, enlargements 1-2 weeks or possibly longer when laboratory schedules are heavy.

PAYMENTS: THE COUPLE agree that 25% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on THE COUPLES receipt of the Proof CD / DVD or the actual completed CD /DVD of images for those couples purchasing the 'Bronze' and 'Silver' Package.

METHOD OF REMUNERATION: Payment may be made in cash or paid by cheque made payable to 'Colin Kenward'. Final delivery will only be made after funds are cleared.

PENALTY FEES & CHARGES: There is a £100.00 late payment fee for any payments that are not postmarked or delivered to THE PHOTOGRAPHER within 14 days of signing this contract & receipt of proof CD / DVD or the actual completed CD /DVD of images for those couples purchasing the 'Silver Package'.

The PHOTOGRAPHER shall have the right to charge interest at the rate of 4% above the base rate of Lloyds TSB Bank PLC from the overdue date until the date of actual payment. Any such interest will accrue on a week by week basis.

The PHOTOGRAPHER reserves the right to appoint a third party and contract out the task of debt recovery. The PHOTOGRAPHER also reserves the right to seek compensation from THE COUPLE for any charges and additional expenditure involved in the process of that debt recovery.

RIGHT OF WITHDRAWAL: Discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in service withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should THE PHOTOGRAPHER initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, £50.00 an hour is charged for all photography services already provided and £25.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour. Nevertheless reasonable cooperation will be given by THE PHOTOGRAPHER when changed circumstances occur.

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. THE PHOTOGRAPHER will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

THE PHOTOGRAPHER takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE COUPLES photographs being lost, stolen or destroyed for reasons within or beyond THE PHOTOGRAPHERS control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, THE PHOTOGRAPHER cannot place an unconditional guarantee on the above. THE PHOTOGRAPHER will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of THE PHOTOGRAPHERS control.

PERFORMANCE: The performance of this contract on behalf of THE PHOTOGRAPHER shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE COUPLE and THE PHOTOGRAPHER at the time of acceptance of this contract shall be recognised as amendments to this contract.

COPYRIGHT AND MODEL RELEASE: The COUPLE give Colin Kenward and all licensees and assignees the absolute right to copyright and use the photograph(s) taken at the wedding and any other reproduction or adaptations thereof, in whole or in part, alone or in composite or altered form, or in conjunction with any wording or other photographs or drawings, for advertising, publicity, editorial or any other purpose including use on the internet and World Wide Web or transmission by any other electronic means

The COUPLE understand that they do not own the copyright in the photograph(s), and that they waive any right to inspect or approve the finished use of the photograph(s) and that the copyright of the photograph(s) belongs to Colin Kenward as per the United Kingdom Copyright Act 1988.

The COUPLE hereby release and discharge Colin Kenward and all licensees and assignees from any liability whatsoever, by reason of any distortion or alteration or use in composite or other form, whether intentional or not, which may occur in the making or use of the photograph(s).

LICENSE TO REPRINT AND REDISTRIBUTE: Where high resolution images on CD / DVD are provided to the COUPLE, Colin Kenward gives the COUPLE license and right to reprint those images and distribute for personal use, including use on a personal website. They may not be sold or used in any commercial publication or website without Colin Kenwards' Consent.

Where high resolution images on CD / DVD are not provided, Colin Kenward reserves the sole right of reproduction, reprint or other reproduction, including those made in electronic form are expressly forbidden as per the United Kingdom Copyright Act 1988.

We, the undersigned, hereby warrant that we are competent to contract in our own names. We confirm that we have read the agreement prior to its execution and that we are fully familiar with the content. This agreement shall be binding upon us, our legal representatives and assigns.

Groom: Photographer. Colin Kenward

Signature: Signature.

Date: Date.

Bride:

Signature:

Date:

When Complete please mail to –

Colin Kenward Photography
1 Embassy Court
Sydney Road
Haywards Heath
West Sussex
RH16 1QG

(If including a cheque please make it payable to 'Colin Kenward')