



Contract for Wedding Photography Services Terms & Conditions

This agreement is between those named on the booking form, hereinafter referred to as "the Clients", and Emma Duder, trading as Doodah Photography, hereinafter referred to as "the Photographer". If the Clients arrange for a third party to meet the costs of this contract, the contract remains with the Clients. The due performance of the contract is subject to the conditions below.

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer.

Confirmation: Completion of the online booking form and payment of the non-refundable retainer are necessary to confirm the stated wedding services from the Photographer and to reserve the date. Your booking is not secured without these.

Payment: The retainer must have cleared to the Photographer's account within 4 weeks of completing the booking form, or 4 weeks before the day of the wedding, whichever is soonest. The retainer is 25% of the amount agreed. Weddings that are postponed to a later date will retain this charge as long as the Photographer can reschedule for the new date and time. If the wedding cannot be rescheduled then the retainer will be forfeit. The balance of the amount agreed is due 4 weeks before the day of the wedding. Payments should be made by online bank transfer.
TSB Personal Account in the name of Mrs Emma Duder 30-13-52, 00420898

Cooperation: The Clients and the Photographer consent to cooperating with each other to achieve the best possible result within the understanding of this contract. It is recommended that the Photographer be provided with a helper (usually the best man) who will point out key individuals to be photographed and help to organise family groups. The Clients also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare e.g. bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases the Photographer will use her discretion but cannot be held responsible for a lack of photos of these people.

The Schedule: The Clients shall provide the Photographer with a schedule for the day at least two weeks before the wedding. The Photographer will endeavour to be flexible with regard to changes on the day but in cases where the wedding runs significantly off-schedule; the Photographer cannot guarantee to take the agreed set of photos.

Sole Photographer: The Photographer is the only authorised photographer for the day. Other professional photographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by parents, contracted by magazines or newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients. The Photographer will happily work alongside videographers and content creators who capture moving content but not stills. The client will provide the name and contact details of any videographers or content creators in advance of the wedding day. Any second photographer included in the booking will be chosen and provided by the Photographer.

Wedding Guests: The Clients agree to give the Photographer precedence over the guests in order to take the photographs required for the services described in this document. The Photographer cannot be held liable for a lack of photos if guests interrupt the Photographer's work. If the Photographer feels threatened by a guest or has reason to believe equipment may be damaged, the Photographer has the discretion to cancel coverage without warning.

House Rules: Note the Photographer is sometimes limited by rules imposed by registrars, ministers and venue management as to what is or is not permitted. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographer shoots from a specific location. In such circumstances the Clients agree to accept the limitations that may be imposed on the Photographer's actions. It is advisable that the Clients make themselves aware of the rules of the venue and share these limitations with the Photographer in advance of the event.

Weather & Force Majeure:

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Photographer will not be responsible for photographs that are not produced due to technical failure. Neither shall the photographer be responsible if the photography is limited due to the vagaries of the weather or 'act of God'.

Images: All images will be adjusted for exposure, brightness, contrast, colour balance, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client shall be deemed correct. The Photographer reserves the right to use AI tools. Final edits are done in-house, and no client data or personal details are stored or shared outside of the Photographer's workflow. The Photographer shall provide the images to the Clients digitally, in high-resolution jpg format and watermark-free. Images will be provided by digital download from a password protected online client gallery within 12 weeks of the wedding day. Wedding albums and prints can be arranged at additional cost. Raw photos are not available to the Clients under any circumstances.

Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, publication or any commercial use of the photographs is not allowed without prior written permission from the Photographer.

Model Release: The Clients grant the Photographer and her legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Limit of Liability: If the Photographer is too ill or becomes injured and cannot supply the wedding services specified above the Photographer will try to book a replacement wedding photographer. If a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographer has working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Storage of files: Photographs will be kept for one year from the wedding date at one site. The Clients are responsible for making back-ups of their media. Should digital media be lost, damaged, or destroyed the Photographer will make every effort to replace it, but this may incur a charge and is not guaranteed after the year expires.

Personal Accident: Any directions issued to the Clients, their guests or employees during the day of the wedding are deemed to be at said person's own risk. The Photographer cannot be held responsible for any personal accidents that could be construed to be as a result of the Photographer's actions.

Pre & Post wedding shoots: The full day photography package includes either a pre or post wedding shoot to be chosen by the Client. Premium packages include both. Pre-wedding shoots must be claimed in advance of the wedding. Post-wedding shoots must be claimed and executed within one year of the wedding date or the shoot becomes forfeit. The Clients may choose an outdoor location within 15 miles of DEI. If the location requires a photoshoot permit it is the Client's responsibility to arrange and pay for the permit, or the resulting fine if no permit is arranged.

Albums: Any order of an album must be paid for in full before customisation will begin. Once the order is placed and confirmed, the Client will have up to 6 months to choose the images for the album. Clients who have an album included in the premium package have 6 months from the date of the wedding. If images have not been chosen after this time, the album will be forfeit. Clients may make up to three revisions to the digital preview. Once the Client has approved the order it will be sent to print. At this point, no amendments can be made. No refunds are available for albums or any customised order. Only photos that were taken by Doodah Photography will be included in the album.

Cancellation: The Client may cancel this contract at any time by giving written notice to The Photographer, but in doing so shall forfeit any monies paid. The retainer will be considered as liquidated damages to the Photographer. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. The Clients are advised to take out an insurance policy to cover any expenses in the event of cancellation.

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