



## **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 hereinafter referred to as "the Photographer".

**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 booking fee are necessary to confirm the stated wedding services from the Photographer and to reserve the date.

**Payment:**

The booking fee 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. Booking fee is 25% of the amount agreed. Weddings that are postponed to a later date will retain the fee as long as the Photographer can reschedule for the new date and time. If the wedding cannot be rescheduled then the booking fee will be forfeit. The balance of the amount agreed is due 4 weeks before the day of the wedding.

Payments should be made by one of the following methods:

Online: 30-13-52, 00420898

Cheque: Made payable to Mrs E. Duder

**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 organize 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.

**Paparazzi 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.

**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 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 6 weeks of the wedding day. Wedding albums and prints can be arranged at additional cost.

**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.

**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.

**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 booking fee/deposit 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 only exception to these conditions is in the event of a national crisis in which government restrictions completely preclude the wedding going ahead.

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