

# Contract for Wedding Photography - The Wedding Box

The contract is between **Julie Oswin Photography** (hereinafter called 'The Photographer') and \_\_\_\_\_ (hereinafter called 'The Client').

It is therefore mutually agreed that the Photographer/s shall provide services and/or goods as specified and that the Client shall pay the Photographer/s the amounts due for the said services and/or goods on the due date set out below.

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

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email \_\_\_\_\_

Names of the couple: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email \_\_\_\_\_

## WEDDING SCHEDULE

Coverage will be provided by the photographer as follows:-

Wedding ceremony to be held on \_\_\_\_\_ (date) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

Time: \_\_\_\_\_ Wedding Location: \_\_\_\_\_ Post Code: \_\_\_\_\_

Other location where coverage is required: \_\_\_\_\_

Address: \_\_\_\_\_

**Product package included in this coverage: The Wedding Box @ £500.00**

## PHOTOGRAPHIC SERVICES AGREED:

The client will pay the photographer a total fee of £500 subject to the following terms & conditions:

1. **BOOKING FEE** - A Booking Fee of £95 is required to secure the wedding date and is payable on execution of this agreement. The Booking Fee is non-refundable or transferable in the event of cancellation. The Booking Fee is deducted (in full) from the total price as calculated by totalling the fee due and any additional products as detailed in the schedule (the price). *Please note we do not accept cheques.*

**BACs payment details: Sort Code: 05-02-30 Account No: 49129586**

2. **PAYMENT** - Following payment of the Booking Fee the remaining balance is due to be paid one month prior to the wedding on or before \_\_\_\_\_. Payment for additional images is made when they are ordered for the prices stated upon order. Additional images/orders are not included in the Price.

3. **PHOTOGRAPHS** - All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but the Client accepts and agrees the Photographer/s cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially in man made fibres and that it is sometimes impossible to record photographically the exact colour seen by the human eye. Unless otherwise stated. Previews/Proofs remain the property of the Photographers. Album selections must be made within **THREE** calendar months of the wedding day. Selections received after three months are liable for additional charges and expenses.

**WEDDING ALBUMS** when purchased at a later date and not included in the Wedding Photography Collection will require a 50% deposit with the image selection and the balance is payable on approval of the album when it becomes ready for manufacture. An additional fee of £10 will be charged for the Courier if it is not possible for you to collect your Wedding Album. **Complimentary Albums** are designed and supplied finished with the Photographers choice.

4: **DISPLAY** - The Client hereby allows the Photographer/s to display any image taken pursuant to this contract in their studios, portfolios, literature, wedding exhibitions and advertising. No use of the image/s will be made by the Photographer/s for other commercial reasons except with the written permission of the Client. For the avoidance of doubt all copyright in the images are owned absolutely by the Photographer within the provision of the Copyright, Design and Patents Act 1988. It is contrary to this Act to copy or allow to be copied photographically, electronically or by any other means any image created as part of this contract without the express permission of the Photographer/s.

5. **RETOUCHING** - Retouching, digital manipulation and artistic finishing is available to the Client as an optional extra for an agreed price.

6. **REORDERS** - All reorders shall be treated as an extension of this contract and will be charged for at the Photographer's prices prevailing at the time of reorder. No responsibility for error will be accepted unless orders are given in writing or booked via the online gallery.

7. **LICENCE** - The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. Due to the vagaries of the weather and the willingness of the subject/s it may not be possible to capture all of the images requested by the client.

8. **Matters Beyond the Parties Control** - The due performance or alteration of this contract is subject to alteration or cancellation by either party owing to any cause beyond their reasonable control.

9. **LIMITATION OF LIABILITY** - Neither party shall be liable to the other for any losses that the other suffers as a result of the breach of the contract unless those losses are a foreseeable consequence of the breach. The Photographer/s cannot be held liable under this contract where the client is unhappy with the composition of any photographs where the Photographer/s have complied with his obligations under clause 7.

10. **CANCELLATION** - The Client may cancel this contract at any time after it has been signed by sending a written notice to the Photographer/s. If the Client notified the Photographer/s more than 120 days before the date that the wedding is due to take place then the photographer/s shall reimburse any monies paid. In the event of cancellation of this contract all Booking Fees paid are non-refundable. If the Client notifies the Photographer/s that they wish to cancel the contract at anytime within three months of the date of the wedding then the amount of the price that the Photographer/s shall be entitled to shall be calculated in accordance with the below (detailing the amount the Photographer/s is entitled to). 0-7 days 100%; 8-14 days 95%; 15-30 days 90%; 31-60 days 80%; 61-120 days 50%; more than 120 days 0%.

11. **DIGITAL FILES** - Digital Files remain the property of the Photographer/s. Copyright remains with the photographers but a Copyright Licence for your own personal use is granted at the time of purchase.

12: **PRICES** - All prices fully include V.A.T. (if applicable)

13: **COMPLAINTS** - The Client shall notify the Photographer/s in writing within 21 days of receipt of the online gallery. If the Client has a complaint regarding an issue which would be obvious within that 21 days period or otherwise, as soon as possible after the issue giving rise to the complaint has become apparent stemming out the nature of the complaint in sufficient details so as to make it clear to the Photographer/s the nature and reason for the complaint.

*The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.*

Signature to confirm booking: \_\_\_\_\_

Signature of one or both parties -

1: \_\_\_\_\_ Dated: \_\_\_\_\_

2: \_\_\_\_\_ Dated: \_\_\_\_\_

Please print, complete where applicable, scan and email a copy to: [julie@julieoswinphotography.co.uk](mailto:julie@julieoswinphotography.co.uk)