

# GDH Wedding Photography

## CONTRACT

GDH Wedding Photography will provide the services set out in this Contract.

I am aware that this Contract has been entered into on the basis of the information supplied by me in Part 2 (General Information) and incorporates the terms set out in Part 3 (the terms and conditions of contract of the photographer).

I have read and undertake to abide by the schedule and terms of the agreement on this contract. The Photographer will take the normal photographs as stated, but if you wish extra photographs to be taken, please advise the Photographer before the wedding.

Signed Client..... (Bride) Signed Client.....(Groom)

Date

Date

Date	Start Time	Wedding Location (inc postcode)

Religious or Civil	Number of Guests	Full Address of Reception Venue (inc postcode)	Time of Sit Down Meal

Full Name & Address: Bride		Full Name & Address: Groom	
Tel		Tel	
Mobile		Mobile	
Email		Email	

Wedding Organiser: Name, Address, Contact Details

Wedding Photography Requirements, Timing and further info:

Wedding Photography Cost:

Special Requests

Deposit Paid	Date	Fully Paid	Date

Full payment should be made 30 days before the wedding in cheque made out to Graham Holland.

Home Address after the wedding

Number of Bridesmaids / First Names

Best Man & Ushers / First Names

Number of Page Boys / Flower Girls:

Number of Parents:

Number of Grandparents:

### Part 3 - Terms and Conditions of Contract

These terms and conditions explain your rights and responsibilities and also ours to you.

“You” means the Client named in the Contract and “We” means the Photographer.

The “Contract” means the contract signed by you and incorporates these terms and conditions.

“Wedding” shall, if the context so requires, be deemed to be a reference to a civil partnership ceremony or any other analogous ceremony.

1. We agree to supply to you wedding photography services in accordance with the Contract. The Contract incorporates all the terms agreed between us and no variation shall apply unless agreed in writing and signed by both parties.
2. You must ensure that any representation or promise on which you rely and which is important to you is written on the Contract and signed by you and our representative. A space has been provided on the Contract for this purpose.
3. We ask you to note any special requests in the space on the Contract provided for that purpose. We will endeavour to accommodate any reasonable requests made by you but can not guarantee to be able to do so.
4. The Booking Fee is payable by you on the signing of the Contract. This will be set against the total fees payable by you.
5. The balance of the Package Fee must be paid by you no less than 30 days prior to the date of the wedding. If the Package Fee is not paid by that date, we reserve the right not to provide any services until payment is made or to treat the Contract as being cancelled by you. The provisions of clause 21 will then apply.
6. The Package Fee includes the time and expense of our photographer traveling to and from the agreed locations. It also includes his time for attending to take photographs as stated on the Contract. If the photographer is requested to stay for a longer period at the wedding or reception we will try to accommodate all reasonable requests but can not guarantee that we will be able to do so. We reserve the right to charge additional time as an additional service at the rate of £50 per hour.
7. A separate fee will be charged for all additional services ordered such as additional prints or products in accordance with our current price list, Retouching of digital files, digital manipulations and artist finishing is available on request as additional services. The price of any additional services must be paid in full before delivery.
8. We are appointed by you as the exclusive professional photographer for the wedding. Amateur photography by guests will be permitted but you must ensure that this does not interfere or conflict with the services we have agreed to provide.
9. Unless specifically agreed with you in advance and written on the Contract, the identity of the photographer who will provide the services will be at our discretion. If it is agreed with you that a specific photographer will provide the services, we will use our best endeavours to ensure availability on the day. In the unlikely event that this photographer is unable to attend for reasons beyond our control (e.g. death, injury or illness) we will use our best endeavours to arrange a suitable replacement. If this is not possible clause 20 shall apply.
10. We will discuss with you your general requirements and wishes in relation to the taking of the photographs. You should be aware that it may not be possible for these to be followed due to factors such as weather conditions, lighting conditions, the subjects being photographed and time constraints. You, therefore, grant us full and unfettered artistic licence in relation to the content of the photographs, their arrangement, composition, location and the number of photographs taken.
11. Photographs will be taken against the available backgrounds. Please note that we can not move objects or perform other cosmetic duties on location.

12. Weddings should be happy and relaxed occasions but the cooperation of you and your guests is essential in ensuring that the photography goes smoothly, the best results are obtained, and your goals achieved. You are, therefore, responsible for ensuring punctuality and the co-operation of your guests.

13. You agree to be responsible for any injury, loss or damage caused to our photographer or equipment caused by your guests.

14. All exposures are of nominal size. Every effort will be made to provide an identical colour balance between photographs but this may not always be possible due to factors such as lighting conditions and digital sensor limitations. Prints made on different occasions or in different sizes may also vary. Accordingly, no warranty is given that an exact colour match can be provided.

15. We will supply you with proofs in the format agreed with you and in accordance with the package ordered by you as soon as is reasonably practicable after the wedding but can not guarantee precise timings. Proofs, whether in print, online or DVD format must be returned to us upon request. We reserve the right to charge for proofs not returned following a request in accordance with our current price list.

16. Prints and products must be ordered by you and your guests within 12 months of the wedding. After this time we can not guarantee being able to fulfill orders and any order which we do fulfill will be subject to our then current price list.

17. Negatives, film and digital media remain our property.

18. The copyright in all images and copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer file or printed documentation relating to such images remains our property. No images created as part of this Contract may be copied or reproduced in any way without our express prior permission.

19. We reserve the right to use or display any images created as part of this Contract in our studio, as part of our portfolio, at exhibitions, on our websites or for any other PR and marketing purposes.

20. In the unlikely event that we are unable to perform the Contract for reasons beyond our reasonable control (for example, death injury, sickness), the Contract shall be cancelled but our liability to you shall be limited to a full refund of all fees paid by you.

21. You may cancel the Contract at any time by notice in writing. You will then be liable to pay to us compensation based on a percentage of the Package Fee depending upon when the notice is received:

121 days or more – Booking Fee only

91 – 120 days – 50%

61 – 90 days – 60%

31 – 60 days – 75%

0 – 30 days – 100%

22. If the date of the wedding is postponed, we may at our sole discretion (which we will exercise reasonably having regard to our ability to obtain alternative work on the first agreed date and availability on the second date) agree not to treat the Contract as being cancelled but to provide the services on the postponed date and apply all monies paid by you towards the fees for that day.

23. We will exercise the reasonable skill care and judgment that you would expect of a professional photographer but we shall not be liable for events beyond our reasonable control nor for loss which is indirect or consequential. Under no circumstances will our liability to you, whether for breach of contract, negligence, breach of statutory duty or otherwise exceed the total amount that you have paid to us under this Contract. Our fees have been calculated on this basis. If you wish to have additional cover we would recommend that you consider taking out a policy of insurance. Nothing in this Contract shall exclude our liability for death or personal injury caused by us or those for whose acts we are responsible.