

## Wedding Photography Contract

### TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY, VIDEO & DRONE SERVICES

In the following terms & conditions 'the Photographer/Videographer/Drone shall mean 'Abraxas Weddings'. The term 'Photographer' refers too and includes Photographer, Videographer and Drone services (where booked).' 'The client(s)' shall be those persons defined as bride and groom in the wedding booking. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

#### **Booking Fee / Deposit Payments.**

A non-refundable booking fee of £150.00 for Photography and £150.00 for Video as well as full acceptance of the terms and conditions as published on the photographer's website secures the time and services of the Photographer for the wedding and is nonrefundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the wedding day. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

The photographer is not responsible for the reminding of due payments. In the event fails to remit payment as specified, the Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not attend this event

#### **Wedding Arrangements.**

The details of the wedding arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledged in writing.

#### **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. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

#### **Reschedule.**

In the event the client reschedules the wedding and the Photographer is able to rebook the original for an event of equal or greater value, the client will receive credit for all monies already paid. A new contract will be required. The new package price will reflect pricing in effect when the date change occurs. Credit may be applied to wedding coverage within one year of (at which time the credit expires). Photography credits may only be used for the couple under contract for a marriage to each other, is non-transferable, and is subject to the Photographer's availability. Credits are not redeemable for cash. If the Photographer is unable to rebook the original for equal or greater value, all paid monies paid will be forfeited and non-refundable.

**Emergencies:** When a cancellation occurs within six months of the wedding due to an emergency such as serious injuries, serious illness or death to the signing parties to this agreement or their immediate families, Photographer retains the deposit but will return any of the remaining balance that has been paid. (s) as well as the Photographer must produce documentation in writing showing cause stating reason, relationship and have an excuse signed by an attending physician, charge nurse, or funeral director along with their contact information. For the purpose of this agreement immediate family will consist of parents, stepparents, brothers, sisters, spouse, and children as well as myself and bride or groom. Either party (or Photographer) may invoke this clause up to the wedding day.

**Display.**

The client(s) hereby allow(s) the photographer to display any photograph (and video) covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

**Images.**

No shots through the day are guaranteed (such as but not limited to, formals, first kiss, bouquet toss, etc.). acknowledges that the Photographer(s) is using their artistic discretion to create photographs/video as the photographer sees fit. Photographer retains the right to refuse to take images contrary to their photographic/video style and inappropriate images including but not limited to in undergarments and sexually suggestive poses (joking or not). Every effort will be made to assure satisfaction according to the Photographers professional standards. However, the Photographer is not responsible for subjective interpretations of photography.

All image sizes are nominal. The Photographer will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

At any wedding venue, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

**Destination Weddings and Travel Expenses.**

Travel expenses will be incurred for any event outside of Bedfordshire. The customer agrees to pay the travel fee agreed upon in this contract. Travel fees may include but are not limited to fuel, airline tickets, hotel, rental car, and miscellaneous expenses.

**Retouching.**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

**Prints / Reorders /Additional Products.**

All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

Services or merchandise not included in this initial contract will be sold at current price when an order is placed. All prices are subject to change at any time without notice.

**Reproduction.**

The client agrees to purchase prints directly from Photographer unless in possession of high-resolution digital files; agrees not to scan, copy or reproduce images in any manner without written permission. Should Photographer become aware of reproduction without permission, will remit a usage fee of £300 per image, per usage to Photographer. Released digital files grants the right to reproduce the images provided for their personal use only (one household) and does not allow the photos to be altered, sold, gifted, or published. Further agrees not to supply images to any third parties (including family, guests, vendors associated with the wedding, or album designers).

**Photo Extra.**

Images are delivered in JPEG format on a data USB or online download as chosen by the photographer. It is understood that the photographer will not distribute raw files or unedited images. Upon receipt of a photo, the customer accepts all responsibility for archiving and protecting the photographs. Photographer does not permanently archive image files. Photographer is not responsible for the lifespan of any digital media provided, or for any future changes in digital

technology or media readers that might result in an inability to read files. It is the customer's responsibility to make sure that digital files are copied to new media as required.

**Event Food Service.**

It is the customer option to provide the Photographers a meal for events of five hours or longer. If no meal is provided, it is understood the Photographers will leave the event to purchase a meal for an indefinite time. Meal breaks do not pause the consecutive wedding photography coverage. The Photographer is not responsible for any photos that may be missed while obtaining a meal.

**Copyright.**

The copyright Designs and Patents Acts assign the copyright of the images to the photographer. Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing.

**Licence.**

The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

**Coverage.**

Photographer will provide coverage for the dates, locations and continuous hours specified in this Agreement. Coverage begins as soon as Photographer arrives at the photography location. If one Photographer begins before the other, photography coverage commences when the first photographer arrives. Additional travel or coverage hours may be added by agreement, no later than 30 days prior to the wedding and must be paid in full with the remaining balance. Photographer reserves the right to take on other commissions outside of the times specified in this contract. Every reasonable effort will be made to take requested pictures, but no specific pose or photograph can be promised. Any lists supplied or requested photos will be used for organisational purposes only. While the Photographer will make every reasonable effort to take photos specifically requested by the customer, the customer understands that this is an uncontrolled event and that due to the vagaries of the weather, available light, time restrictions, willingness of subject, etc. Photographer cannot possibly guarantee that all requested photos will be taken. Images determined by the photographer to be substandard or duplicated may be edited out. The Photographer will use their professional judgment and sole discretion to select which photos to deliver. Such selection shall constitute all images that will be made available.

At any wedding venue, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

**Attendance.**

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

In the event that one Photographer of the team becomes ill during a session, it is understood that the other Photographer is capable and will complete the session without a second Photographer.

**Limitation of Liability.**

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss. Drone operations can be affected by weather, safety reasons, venue restrictions or law. We cannot guarantee we will be able

to operate the drone on any given day or time. We will endeavor to include drone footage of your venue by shooting on a different day if possible. No refunds are issued for non-flying.

#### **Model Release.**

This contract serves as a model release giving the Photographer the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes. The Photographer can grant use of the images to third parties and all compensation for use and credit for the images remain the property of Abraxas Weddings; waives any right to inspect or approve the photograph(s), finished version(s) incorporating the photograph(s), or the use to which it may be applied, including written copy that may be created and appear in connection therewith. This release is binding on their legal representatives, heirs, and assigns.

#### **Force Majeure or Act of God.**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. 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.

#### **Liability.**

If Photographer is unable to perform any or all of the duties herein for any reason, including but not limited to, fire, transportation problems, acts of God, accident, illness, theft, or technical problems, and if he/she cannot provide another competent professional, all money received by Photographer, minus expenses or work already completed, will be returned to , and Photographer shall have no further liability with respect to this agreement. This limitation of liability also applies to any loss/damage of photographs or failure to deliver photographs for any reason. Liability for a partial loss of photographs shall be pro-rated based on the percentage of total. The sole remedy for any actions or claims shall be limited to a refund whose total amount cannot exceed the total monies paid by under this Agreement during the time preceding the date on which such liability arises.

#### **Responsibilities.**

It is understood that Abraxas Weddings shall be the exclusive photographer retained for the event. Photographer may bring an assistant at their discretion. Third party Videographers and other vendors as well as semi-professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions, including but not limited to Family, Wedding Party, and Couple Formals. Wedding guests may take photos, but it is the responsibility of to prevent family and friends from interfering with Photographer's duties. Guests will be asked to refrain from taking flash photographs at certain intervals of wedding services to ensure proper exposure of images. Photographer is not responsible for compromised coverage due to causes beyond their control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for wardrobe malfunctions or s physical appearance. Photographer reserves the right to refuse to take equipment out in the rain/snow and in or near water. Photographer is not responsible for any damage or injuries that may be sustained due to but not limited to photos taken in or near water. Photographer is not responsible for existing backgrounds or poor lighting conditions (which may negatively impact or restrict the photography coverage). Maximum light is suggested for best results indoors for ceremonies, formals, and receptions. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by email for documentation. If email is sent, confirmation of receipt must be obtained. agrees to confirm the schedule one week prior to the event

#### **Harassment.**

Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of the client. In the event Photographer or her employee experiences any inappropriate, threatening, hostile or offensive behavior from any guest or other person at the wedding or other event (including, but not limited to, harassment from intoxicated persons, badgering, unwelcome sexual advances, racial, sexist and verbal or physical conduct of a sexual nature) then the following process shall be followed: first offence: a verbal warning will be issued to a family member; second offence: the offending person will be required to leave the

wedding or event; third offence: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage. It is understood that Photographer will not negotiate any services with anyone not stated in this contract.

**Personal Accident.**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

**Governing Law.**

This agreement shall be governed in accordance with the laws of England and Wales.

**COVID-19 UPDATE**

**Due to Covid-19 from March 2019 until further notice the following will be implemented.**

**All weddings transferred to a new date will be moved in our diary at no additional cost to the client, any deposits paid will be transferred to the new date. No changes in cost will be made to the packages agreed at the time of the initial booking**

**If we are unavailable for your new date and no alternative can be found, the deposit will not be refundable, any additional payments made by the Client will be returned in full.**

**If the Client cancels our services, any deposits paid are non-refundable, any additional payments made by the Client towards the chosen package will be returned in full.**

The terms of this contract are accepted by:

Client:

Date:

Photographer: on behalf of Abraxas Weddings

Date: