





## **TERMS & CONDITIONS**

**1. ENTIRE AGREEMENT:** This agreement contains the entire understanding between This is Photography and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

**2. RESERVATION:** Upon receiving the reservation deposit along with this contact completed, This Is Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the reservation deposit is non-refundable even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The reservation deposit is to be paid at time of signing the contract. The reservation deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due two weeks prior to their wedding date.

**3. CANCELLATION:** The Client has the right to cancel the contract at any time.

This Is Photography reserves the right to cancel the contact on the discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies. Non-cooperation; changes in locations and late or missed payments are examples of contributing factors.

In the event that the contract is cancelled by either THE CLIENT or This Is Photography, Any prior payment will be forfeit.

**4. LIMITS OF LIABILITY:** It is further understood that:-

- In the unlikely event that the photographer is injured or becomes too ill to photograph the event and a suitable replacement is not found or in the unlikely event of total photographic failure responsibility and liability is limited to the return of all payments previously paid towards the services listed in this contract.
- This Is Photography takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond This Is Photography's control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.
- If the bride or groom is late to the point of achieving the desired images from being taken, then This Is Photography shall not be held liable for lack of time to take desired photographs.
- Although every possible care will be taken to produce photographs of all important and special events during the wedding, This Is Photography cannot place an unconditional guarantee on the above. This Is Photography will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of This Is Photography control. This Is Photography can also not be held responsible for missing shots on the photo check list if there is no one to assist in identifying these people, if you failed to produce a list, if the list was stolen, if they didn't show, if they are negative about being photographed, or they can't be located.
- If due to incorrect or incomplete information on this contract This Is Photography are caused to be late or are unable to find a location no refund will be given to reduce this possibility a phone number must be given that will be contactable on the day.

**5. COOPERATIVE SPIRIT:** Both parties agree that the cooperation and communication for the best possible result within the definition of this assignment is the paramount consideration. Thus decisions are restricted to the Bride and the Photographer. Simply put: This Is Photography is the sole Photographer for the time allocated and any other terms agreed to in this document. The BRIDE is the sole decision maker at the Wedding, regardless of who is writing the check, advisory boards, in-laws, passers-by, inebriated authority figures and former politicians. Both parties agree to a pre-event consultation approx 2 weeks before the event date in order to finalize the actual shooting requirements, shooting times, locations, any changes etc

If applicable, the bride and/or groom agree to set aside enough time before the ceremony to allow This Is Photography to complete pre-wedding ceremony photographs.

**5. COOPERATIVE SPIRIT CONT.:** The bride and/or groom also agree to set aside at least 60 minute of time after the wedding ceremony to gather people and take photographs that could not be obtained during or before the wedding for photographs this time is to include group photographs.

This Is Photography is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to This Is Photography.

For this reason This Is Photography recommends that a designated appointee be assigned the duties to assist the photographer to point out important individuals for informal or candid photographs

THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

This Is Photography should not and will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted and THE CLIENT will be held solely liable for any damages to equipment, personal effects or personal injury sustained by the photographer resulting from such actions.

**6. DIGITAL COPYRIGHTS:** Final payment for services rendered determines the release of the disc to the Bride and Groom. Upon final payment by the Bride and Groom the digital DVD or prints become the property of the wedding couple for their personal use and for the purpose of reproduction of said imagery for dispersal to relatives and friends. Images may be used on personal web sites. An acknowledgement to the Photographer is requested and appreciated.

THE CLIENT must obtain written permission from, and compensate This Is Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

**7. MODEL RELEASE:** THE CLIENT hereby assigns and grants This Is Photography and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases This Is Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that This Is Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by This Is Photography. IF YOU DO NOT WISH THIS IS PHOTOGRAPHY TO USE YOUR PHOTOGRAPHS IN THIS WAY PLEASE CROSS THROUGH THIS SECTION AND INITIAL HERE.

**8. ARTISTIC LICENCE AND RETOUCHING:** This Is Photography shall be granted complete artistic license including in relation to the poses photographed and the locations used. This Is Photography's judgment regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested. All image sizes are nominal. This Is Photography 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 the exact colour as seen by the human eye. This Is Photography will perform a standard amount of retouching and editing to take the photographs to a quality of which he is proud. Further retouching, digital manipulation and artist finishing is available to the client as an optional extra.

**9. CHURCH, RECEPTION, CATERING HALL RULES:** The photographer is limited by the guidelines of ceremony official or reception site management. The Bride and Groom agree to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation, changes or adjustments of certain guidelines is responsibility of the Bride and This Is Photography is to be notified of any changes.

**10. TRAVEL FEE CALCULATION:** Travel fees are calculated on the expected travel to get to and from the main wedding site from This Is Photography residence. There is no travel fee if the wedding is within 15 miles. Travel time is calculated at the rate shown on the price list.

**11. AMENDMENTS:** This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and This Is Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

**12. SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**13. COMPLETION SCHEDULE:** Digital processing can take up to four weeks however sometime depending on the number of photos taken and/or other factors within or outside This Is Photography's control it may take longer. This Is Photography aim to return your Photo CD to you within two weeks and you will be advised of any factors that may affect this as and when they arise. Any printing/ framing requirements can only be started once This Is Photography receives an order form for the required images creation of a wedding album can take up to 6 weeks however you will be advised of time scales and given an expected delivery date at the time of ordering.

**14. PAYMENT OPTIONS:** This Is Photography offers two payment options:

Up Front Payment: - 50% deposit to be paid when signing the contract, balance is to be paid 2 weeks prior to your wedding day.

Payment Plan: - Minimum of 10% deposit when signing the contract, Balance is paid monthly and spread over the period prior to your wedding minus 1 month.

**15. METHOD OF REMUNERATION:** Payment can be made via bank transfer, cash, cheque or postal order however no date will be confirmed or goods released until payment has cleared.

Our Preferred method of payment is via cash or bank transfer to:

Account Name: **This Is Photography**  
Sort Code: **09-01-27**  
Account No.: **45778711**  
Reference: **WED(BRIDES SURNAME)**

Cheques should be made payable to **Mr D M Cooper** and sent to:

This Is Photography, 16 Jenkins Grove, Copnor, Portsmouth, PO3 6HF

**16. COMPLAINTS:** Any complaints should be raised by the client with the photographer/s, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.

**I have read this contract and agree to abide by the terms of agreement set out in it. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

**Bride's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Groom's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Photographer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

# PAYMENT SHEET

- Up front payment - 50% deposit to be paid when signing the contract, balance is to be paid two weeks prior to your wedding date.
- Payment Plan: - Is the easy and affordable way to pay for your wedding. A minimum of 10% deposit is to be paid at the same time of booking your wedding. The balance is divided equally by the number of months left until your wedding minus one month, and is to be paid to This Is Photography each month via Standing order.

Please complete appropriate section:

Deposit Paid Via Cheque	Deposit Paid Via Bank Transfer
Account Name:	Account Name:
Sort Code:	Reference:
Account No.:	Amount:
Cheque No.:	Date Of Transfer:
Amount:	

Bank Transfers / Standing Orders are to be paid to:

Account Name: **This Is Photography**  
 Sort Code: **09-01-27**  
 Account No.: **45778711**  
 Reference: **WEDPP(BRIDES SURNAME)**

### Payment Plan

If you fail to make a payment you are deemed to have cancelled your booking and cancellation terms and conditions will apply.

Payments are to be made on the same day each month following the signing of the contact until such time as the contract balance is paid in full.

### **Example:**

Steve and Sarah are getting married in 13 months time and their wedding package is £1400. Steve and Sarah decide to pay a deposit of £200

A. Total Cost Of Wedding		£1,400
B. Less Deposit		£200
C. Balance To Pay		£1,200
D. Months Till Wedding Minus 1		12
E. Monthly Payment (C/D)		£100

### YOUR PAYMENT PLAN DETAILS

First Month Of Standing Order		
Standing Order Date		
Standing Order Reference		
Date Of Wedding		
<b>A</b> Total Cost Of Wedding		
<b>B</b> Deposit		
<b>C</b> Balance To Pay (A-B)		
<b>D</b> Months Till Wedding Minus 1		
<b>E</b> Monthly Payment (C/D)		

**I agree to the terms and conditions of the payment plan. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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