

WEDDING PHOTOGRAPHY - CONTRACT and TERMS & CONDITIONS

This agreement constitutes an order for wedding photography, and services and products, as agreed to by both parties, Jevgenija Pigozne trading as AurumPhoto of 10 The Close, Burghfield Common, Reading, Berkshire, UK, RG7 3HS (The Photographer) and Contracting Party, <The Bride> of <Bride's Address> and <The Groom> <Groom's Address> (The Couple), as outlined in the Appendix A, Scope of Work, and Appendix B, List of Products, which form part of this Contract. The Photographer agrees to provide services described in Appendix A and products described in Appendix B for a total fee of £<PackagePrice> detailed in Appendix C.

Changes

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.

Payments

Non-refundable £50 deposit paid to reserve the date. Outstanding balance of £<OutstandingBal> to be paid no later than <BalanceDate>. Cash, bank transfer, PayPal are accepted. Payment for additional services and products where agreed, but which may not be known accurately at the time of Contract signing, must be made either at the post wedding delivery meeting or using accepted payment methods.

Prices

All prices are as at the time of signing the Contract, but in the event that changes arise that are outside The Photographer control, for instance, but not exclusively, the costs of Prints, Optional Extras, Travel and Subsistence, then The Photographer will inform The Couple of such within 21 days.

Photographer

The Photographer will be the only stills Photographer allowed to attend for financial gain.

Images

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. The number and style of photographs delivered to the client by The Photographer shall be deemed correct.

Creative Licence

The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The style and the number of photographs are also dependent on vagaries of the weather and the availability and willingness of The Couple and its guests. The Photographer will make their best effort to honour requested photographs, but does not undertake any guarantee for any specific picture nor incorporate any specific background, location or group arrangement.

Display

The Photographer may display any photographs included in this contract in his studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slideshows.

Retouching

Any retouching, digital manipulation and artist finishing not listed in Appendix B is available to The Couple as an optional extra.

Reorders

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

Copyright

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 in writing. Digital files remain the property of The Photographer.

Licensed Images

Images supplied by The Photographer on a digital media as jpeg format digital files are licensed to The Couple for sharing or displaying electronically with Family and Friends, and for printing by the The Couple only.

Third Party Printing

The Photographer cannot accept any responsibility or liability for colour balance or quality of any Prints reproduced from the digital media that The Photographer supplies by Third Party Printers such as High Street photo processing shops.

Attendance

In the unlikely event of The Photographer being unable to attend your wedding due to unforeseen circumstances, The Photographer reserves the right to appoint another photographer to attend your wedding on The Photographer's behalf to undertake the wedding photography to his/her best ability.

Travel and Subsistence

For attendance at venues at a distance over 35 miles radius, travel costs at the rate of £0.45 per mile will be charged where appropriate. Where the wedding and ceremony require an overnight or longer stay, whether in the UK or abroad, then modest hotel and subsistence charges will be made.

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.

Force Majeure (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.

Cancellation

The Couple 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 4 weeks before the wedding will result in the payment in full.

Complaints

Any complaints should first be raised by The Couple with The Photographer in writing within 21

days from the date of receipt of images.

Country of Jurisprudence

This Contract is made under, and subject to, English Law.

I/We, the undersigned Contracting Party, hereby warrant that I am/We are competent to contract in my/our own name(s).

I/We confirm that I/We have read the agreement above (all 4 pages, Appendix A, Appendix B and Appendix C), prior to it's execution, and are fully familiar with the contents of the agreement. This agreement shall be binding upon us and our heirs, legal representatives and assigns, and we certify that we have received a complete copy of the Agreement with all blank lines completed.

The Couple:

The Photographer:

<The Bride>

Jevgenija Pigozne T/A AurumPhoto

Date:

Date:

<The Groom>

Date:

APPENDIX A

Scope of work

Wedding photography session on <WeddingDate>.

Up to <PackageHours> hours photographic services included in <Wedding Package> wedding package:

- Bride Getting Ready at <Venue Address> from <Time Range>
- Groom before Ceremony at <Venue Address> from <Time Range> (time permitting)
- Ceremony at <Venue Address> from <Time Range>
- Post-Ceremony Photoshoot at <Venue Address> from <Time Range>
- Wedding breakfast including Speeches at <Venue Address> from <Time Range>
- Main Photoshoot at <Venue Address> from <Time Range>
- Evening party reportage including Cake cutting, First Dance at <Venue Address> from <Time Range>

Attendance time: up to <PackageHours> hours maximum

APPENDIX B
List of Products

- Up to <Package Photos> digital photographs in form of Low-Resolution files, suitable for sharing by email or on social media networks, and Hi-Resolution files in JPEG format without watermarks on a digital media within two to four weeks after the photo session. All images will be adjusted, if necessary, in order to achieve a pleasing appearance. Printing is licensed to The Couple only.
- Password protected, Wedding Gallery in the 'Client Area' of The Photographer's website aurumphoto.com.
- <Other Products>

APPENDIX C
Charges

- Photography and Album Offer wedding photography package
£<Package price>
- Estimated mileage charges
N/A
- Parking fees, if required, to be charged at actual costs

Total including mileage, but excluding parking fees £<Total price>

Accepted payment types: Cash, bank transfer, PayPal.