

CONTRACT FOR WEDDING PHOTOGRAPHY

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification shall be effective unless accepted by both Photography by Paul and Jacs and the client in writing.

THE PLACING OF AN ORDER / DISPLAY: This constitutes an order for Wedding Photographs, Albums and Prints. It is understood that any and all proofs, sample prints, negatives and/or digital files remain the property of Photography by Paul and Jacs, and they may be used for advertising, display or any purpose thought proper by Photography by Paul and Jacs.

BOOKING FEES: The appropriate first booking fee is required at the time of booking, together with a signed contract. Dates are reserved only when this booking fee is paid by cash or cheque. **Please make cheques payable to Photography by Paul and Jacs.**

A second booking fee of half the remaining balance is to be made not later than six months before the wedding.

The final booking fee of the remaining balance is to be made not later than one month before the wedding.

As Photography by Paul and Jacs only undertake one wedding on a day, as compensation for loss of income, all booking fees are non refundable – even if the wedding is cancelled or postponed for any reason. Any cancellation or postponement must be confirmed in writing to Photography by Paul and Jacs. Any cheques unpaid and referred to the bank will incur a £25.00 fee payable by you the client.

LIABILITY: In the unlikely event of total photographic failure, injury or sickness beyond Photography by Paul and Jacs's control, Photography by Paul and Jacs, limit any liability for loss, damage or failure to deliver pictures for any reason, to the return of all booking fees already paid.

PLEASE NOTE: It is recommended that if you place a higher value on the photography and albums than just the return of any booking fees that **you** take out additional insurance to the value that **you** place on reproducing your photographs. With the correct insurance this should also safeguard you in the event that you are forced to postpone the wedding.

CANCELLATION: If Photography by Paul and Jacs have to cancel this contract for reasons beyond their control, (death, injury, sickness etc.), their liability shall be limited to a full refund of all booking fees paid.

LIMITATION OF LIABILITY: In the event of cancellation of this contract by either party, the liability of one party to the other shall be limited to the price. Neither party shall be liable to indirect or consequential loss.

CREATIVE LICENCE: Photography by Paul and Jacs shall be granted creative and artistic licence in relation to the choice of locations and poses used. Photography by Paul and Jacs's judgement on photographic style and the number of photographs taken shall be deemed correct. Due to changes of the weather and the availability of subjects, Photography by Paul and Jacs will do their best to honour requested photographs but do not undertake to guarantee any specific picture or incorporate any specific background, location or group arrangement.

IMAGES: All image sizes are nominal. Photography by Paul and Jacs will provide a pleasing colour balance, but the client accepts and agrees that Photography by Paul and Jacs 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.

RETOUCHING: Retouching, digital manipulation and artiste finishing is available to the client as an optional extra for an additional price to be agreed.

COPYRIGHT: The 1998 Copyright, Designs and Patents Act assigns copyright to Photography by Paul and Jacs. You may not copy the photographs taken under this contract, or allow copies to be made photographically, electronically, or by any other means.

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EXCLUSIVITY: Photography by Paul and Jacs shall be the sole professional photographers at the wedding specified. We do however positively encourage family, friends and guests to take their own photographs during the day. We do however request that during the portrait session the Bride & Groom be given total privacy.

PRICES & SPECIFICATIONS: As weddings are booked sometimes several years in advance, we reserve the right to add on any incremental price inflation charges. Please remember that Photography by Paul and Jacs are subject to suppliers price increases, changes in design, availability, and hence reserve the right to pass these on to their clients.

PETROL & OTHER EXPENSES: There are no excess charges for Weddings within Cardiff, but if a Wedding or Reception is further than 25 miles from the centre of Cardiff, Photography by Paul and Jacs reserve the right to charge 50 pence per mile for the total mileage. To minimise concerns about traffic delays, where a wedding takes place with more than an estimated 90 minutes driving, Photography by Paul and Jacs reserve the right to charge an additional £250 to cover the cost of overnight accommodation, meals and time away from the studio. This may increase if accommodation is not available at a 'Travel Lodge' or similar.

COMPLAINTS PROCEDURE: Please address any complaints within 14 days, by telephone in the first instance, confirming in writing to Photography by Paul and Jacs. We would endeavour to respond to any complaint within 48 hours.

PRIVACY: Photography by Paul and Jacs will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside Photography by Paul and Jacs. Should you wish to have your details removed from our database, please advise us in writing to the address below.

Date of Wedding:	Time of Wedding:
Bride's Name:	Groom's Name:
Address:	Address:
Bride's home tel. no:	Groom's home tel. no:
Bride's work or mobile:	Groom's work or mobile:
Bride's email:	Groom's email:
<p>I have read and fully understand the schedule and terms of this Contract and realise that this contract becomes effective immediately. I agree that all booking fees will be paid by the due dates, and are non-refundable.</p>	
Signed Bride or Groom:	Date:
Signed for and on behalf of Bride or Groom:	Date:
Relationship:	
<p>TO BE SIGNED BY PHOTOGRAPHY BY PAUL AND JACS: I confirm that I have received a signed copy of the above contract and the first booking fee.</p>	
Signed:	Date:

Photography by Paul and Jacs
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