

This agreement is between and, hereinafter referred to as the "Clients", and Wayne White Photography, hereinafter referred to as the "Photographer(s)".

Date of Wedding: Start Time: Ceremony Time: Ending Time: 2nd Dance

Client 1: Address: Email: Phone:

Client 2: Address: Email: Phone:

Ceremony Name of Location: Address: Phone:

Name of Reception: Address:

Phone:Amount agreed: £

Booking fee/Retainer: £

The booking fee/Retainer is due on signing this agreement, with the balance of the amount agreed due no later than 28 days before the date of the wedding.

Entire Agreement: This agreement contains the entire understanding between the Clients and the Photographer.

The Clients agree to provide a meal for the Photographer if the length of attendance exceeds five hours.

- **Confirmation:** A signed "Contract for Wedding Photography Services" and payment of the booking fee/retainer are necessary to confirm the stated wedding services from the Photographer.
- **Pre-Wedding Consultation:** This normally happens at the time of booking. The Clients will outline broadly what is required and the Photographer will advise on planning, logistics and timings where needed. If required the Clients are welcome to pop in for an additional chat closer to the time of the wedding (about 2/3 weeks) to iron out the remaining details. In any case we will contact you by phone a few weeks before the wedding to ensure that there have been no last minute changes
- Cooperation: The Clients and the Photographer consent to happily cooperating and communicating with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (usually the best man) who will point out key individuals to be photographed. The Photographer may also require the assistance of the best man in organising family groups. The Clients also agree to give the Photographer sufficient warning of key events at the wedding to give the Photographer time to prepare e.g. Bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases the Photographer will use his discretion but cannot be held responsible for a lack of photos of these people.
- The Schedule: Our shooting schedule, style of working and experience are designed to achieve a great set of wedding photos for the Clients, accomplished with good humour and enjoyed by all concerned. Both the Clients and the Photographers therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases where the wedding does not run on time (for example, extreme lateness by one of the Clients arriving to the church) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.
- Paparazzi Wedding Guests: All your guests will have digital cameras and all your guests will want to photograph the Clients. In the spirit of cheerful cooperation the Clients agree to give the Photographers precedence over the guests in order to take the photographs required for the wedding services described above. We cannot be held liable for a lack of wedding photos if guests taking their own photos of the Clients continually interrupt the Photographer's work. We will try to be courteous to all guests but in the interest of the photographs it may be necessary to ask guests to refrain from taking photographs.
- House Rules: Note the Photographers are sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the Photographers shoot from a specific location. In such circumstances the Clients agree to accept the technical limitations that may be imposed on the equipment used. We advise the Clients to make themselves aware of the rules of the venue concerned and if necessary negotiate with the personnel concerned.

- Copyright Law: The copyright of photographs remains with the Photographer. The Photographer grants the Clients permission to make copies of the images under the following conditions. The images taken by the Photographer are for personal use by the Clients and their friends and relatives. Sale, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer. The photographer agrees to supply the Clients with all <u>usable</u> (approx. 400 but not limited to.) photographs taken within the time limit of the day in digital format. The photographer agrees to supply the Clients with all usable photographs in digital format.
- **Model Release:** The Clients grant the Photographer and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the Clients for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The Clients hereby release the Photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.
- Limit of Liability: If a photographer is too ill or becomes injured and cannot supply the wedding services specified above the Photographer will try to book a replacement wedding photographer. If the photographer is unavailable and a replacement photographer cannot be found then liability is limited to a refund of any payments received. The Photographer has working methods in place to prevent loss or damage to your images. However, there is the unlikely possibility that images may be lost, stolen or destroyed for reasons in or beyond our control. In these circumstances liability is limited to the return of fees paid for the service or part thereof according to the percentage of images supplied.

Cancellation:

Do I have a right to cancel this contract?

Right to cancel; conditions, time limit and procedures in accordance with regulations 27-38. The consumer has a right to cancel at any time during the cancellation period without giving any reason, and without incurring any liability. any written form of cancellation is accepted including email or text. 30(1) The cancellation period ends at the end of 14 days after the day on which the contract is entered into. Paying a deposit is start of contract

If I cancel after 14 days, how much will I need to pay?

If the consumer exercises their right to cancel after having made a request in accordance with regulation 36(1) which stipulate the request must be in writing, the consumer is to be liable to pay the trader reasonable costs in accordance with regulation 36(4).

Cancellation costs for cancellation requests received after the 14 day period are as follows:

14 days after booking and >1 year before the wedding date: £300 (whatever booking fee)

14 days after booking and >6 months before the wedding date: £300 + 25% of balance

14 days after booking and <6 months before the wedding date: £300 + 50% of balance

14 days after booking and <28 days before the wedding date: Full balance

Any cancellations must be confirmed in writing (not email) to the photographer.

Where it is not possible for the client to sign the document, it is agreed that the contract will be deemed as agreed 14 days after the deposit has been paid. An electronic copy will be forwarded to the client.

We the Clients, have understood the contents of this contract and agree to the terms therein.

Signed Client 1.

Signed Client 2.

Photographer/Representative

W.M. WRite

Wayne White Photography 23 Lauder Drive Linwood Renfrewshire PA3 3EY

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