

PROM NIGHT PHOTOGRAPHY BOOKING FORM

Date of Event:	Event Type:
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Your choice of presentation: Option 1/ Option 2
Would you like a Second Master CD at £80.00 Yes / No <small>(please delete)</small>
Would you like your photographs displayed (at no charge) in my online gallery? Yes / No <small>(please delete)</small>

CONTACT NAME:	
Address (including postcode):	e-mail:
Telephone number:	Mobile:

SECOND CONTACT NAME:	
Address (including postcode):	e-mail:
Telephone number:	Mobile::

Complete Address of Event:
Telephone Number:
Time Venue Opens for Me to Set Up:
Time Event Due to Start:

Please indicate Your Backdrop requirements, (Plain Colour, Natural Surroundings)
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Please Indicate your Photographic Requirements, (Outdoor Shots, inside Shots, Couples...)

What I will Need; I will need access to a power source of 240V, An area of 4m X 4m to accommodate a portable studio set up. I will also need to gain access to the event to allow time to set up the equipment.

Where did you hear about me?:

Option 1: I do not charge to attend your event. I make my income from selling prints of event from my website afterwards. There is no minimum purchase or any obligation for the guest to buy any of the images. We're confident that the images we create for the guests will be of a high quality and the guests will be eager to buy. In short, if we don't provide a good service and quality images then we're not going to make any money. Percentage of the sales going towards the school or Event Fund

Option 2: One Payment of £250.00 this will include All images in a High Res format on USB sent directly to the Prom organiser

In the following conditions of contract "the photographer(s)" shall mean Dave L Jackson trading as Dave Jackson Photography or, subject to condition 5 below, any photographers appointed by Dave L Jackson. "The Client(s)" shall be those whose name appears on the contract. If the client(s) arrange for a third party to meet the costs of this contract the contract remains with the client(s). The due performance of the contract is subject to the conditions below. These cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer(s) in writing.

1. Prices:

- a) Where the prom date is no more than 12 months after the date of signing the contract, all photographic services undertaken on the prom date are supplied at the prices ruling on the date of signing of the contract. All reprint orders, if placed after three months of the prom date, are supplied at the prices ruling at the time of receipt of the order
- b) The client(s) will be liable to pay any additional expenses incurred by the photographer(s) during the assignment not already included within the contract price.

2. Payments:

- a) A non-refundable retainer of:£100.00 (paid by cash, cheque, or credit card) along with a completed booking form and contract will confirm your booking. The retainer forms part of the total cost of the package and is deducted when calculating the final balance due. The retainer is refundable during your statutory 14 day "cooling off" period.
Payment for the photographic coverage is due in full NO LATER THAN FOUR WEEKS prior to the contracted date and amounts to an additional £(enter amount)
You MUST allow sufficient time for cheque clearance. Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s).
- b) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing and rendering of images, high resolution digital files, high resolution long term galleries, and any other services ordered after the event.
 - c) Title to all goods remains with Dave L Jackson/ Dave Jackson Photography until paid for in full by the client(s).

3. License, Coverage and Reproduction:

- a) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The photographer(s) judgment regarding the location, poses and number of photographs taken shall be deemed correct.
- b) Photographs taken during the course of the prom will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements.
- c) The photographer(s) shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out.
- d) Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer(s) and in some circumstances (such as the change of Prom Venue) the photographer(s) may be unable to accommodate, these alterations due to a conflict of commitments. Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever.
- g) Due to a variety of lighting conditions and the limitations of professional film and digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic film or paper.
- h) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- i) Due to the limitations of computer monitors it is understood that (1) images appear differently according to the specification of each monitor (2) prints will not match images rendered on any particular computer monitor.
- j) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s).
- k) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- l) Where images are made available for use with a personal computer the default operating system shall be Windows XP home edition. Products may not function on other or earlier operating systems.
- J)Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

4. Complaints:

Any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames and any other special services that have been agreed.

5. Force Majeure:

- a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g sudden illness/injury/victim of crime).
- b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 5a). However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.
- c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) – the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

Negatives and Digital Files:

- a) The negatives and digital files shall remain the property of the photographer(s) and shall be kept for not less than 24 months from the prom date at one site.
- b) Should negatives and digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a pro-rata refund of fees paid, but shall not include a refund for any goods already supplied. No refund will be due for any negatives or digital files lost, damaged, or destroyed after 24 months from the date of the prom.
- c) All orders should be placed with the photographer(s) before the end of a 3 month period starting at the prom date. The photographer(s) will not be liable for failure to produce any orders placed after this time.

8. Cancellation Fees:

If The Client(s) should have to cancel a booking, this should be done in writing and the following cancellation fees will become due immediately upon said cancellation. Charges apply as a percentage of the total fee due:

- 120 – 60 days (before the prom) 33%
- 59-30 days 66%
- 29 days or less 100%

Should the cancelled prom be a postponement, then subject to availability, all money paid may be applied to the new wedding. In this case, the total fees chargeable shall be the fee which applies at the time.

a) If Dave Jackson Photography has to cancel this contract for reasons beyond their control, (death, injury, sickness etc)

9. Privacy:

Dave L Jackson / Dave Jackson Photography may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

11. Governing Law:

Any contract made between the photographer(s) and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

12. Insurance:

- a) The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.
- b) Dave Jackson Photography will hold public liability insurance to the value of £5 million pounds.

I have read and understood the above and agree to abide by the terms of agreement set out.

I understand that the terms of this agreement cannot be changed unless agreed by Dave Jackson Photography in writing. I realize that this contract becomes effective immediately and agree my retainer is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights and credit card issuer protection are not affected).

Signature:..... Signature:.....

Print Name: Print Name:.....

Date:..... Date:.....

Cheques should be made payable to DLJ Studios or Dave Jackson

To be signed on behalf of Dave L Jackson trading as Dave L Jackson Photography:

Date:.....

You should read this contract together with the terms of the service you have ordered. As with any contract you should consider taking independent legal advice.

Please then sign this contract and return it with your Deposit to:

Dave L Jackson, 22 Partridge Road,
St. Albans, Hertfordshire. AL36HH

You will receive a copy of it for your records