

LOCKYEAR

WEDDING PHOTOGRAPHY

Wedding Photography Contract

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions "the photographer" shall mean John Lockyear trading as Lockyear wedding photography. "The client(s)" shall be those persons defined as bride and groom in the wedding booking. 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.

1. Booking Fee / Deposit Payments

A non-refundable booking fee of 50% as well as acceptance of the terms and conditions presented within this wedding photography contract is nonrefundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one week before the wedding day. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

2. Wedding Arrangements

The details of the wedding arrangements are to be agreed beforehand in writing via our online form. The Client shall notify the Photographer of any changes to these details in writing in the form of an email. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

3. Meals and Breaks

The Photographer (and all employees/agents of The Photographer) are entitled to a 15 minute break every 4 hours. The Photographer will

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consult with the client to structure the day so the Photographer's breaks will not conflict with key events during the wedding day. If the Wedding Day coverage exceeds 5 hours the client shall provide a meal for the Photographer, any assistants and/ or contracted "second shooter." The Photographer requests a vegetarian meal if available. The Photographer should be served his meal prior to the wedding guests.

4. Harassment/Safety/Illegal Activity

If at any time, the Photographer and/or any employee/agent of the Photographer feels harassed, threatened or otherwise unsafe due to the conduct of the client or a wedding guest, the photographer reserves the right to immediately terminate all services and vacate the premises. The photographer and employees/agents of the photographer shall not participate in any illegal and/or unsafe activity. Any request made by the Client and or guest of the client for the Photographer to participate in any illegal and/or unsafe activity shall be considered a breach of contract and shall result in both the immediate termination of services by the photographer and the immediate forfeiture of any funds paid to, or owed to, the photographer/s by the client. Likewise, failure by the client to cure any unsafe or harassing condition upon notice of same by the Photographer shall constitute a breach of contract and shall result in both the immediate termination of services by the Photographer and the immediate forfeiture of any funds paid to, or owed to, the photographer by the client.

5. Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

6. Display

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

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7. Images

The Photographer/s 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. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

8. Retouching

All images will be adjusted for exposure, brightness, contrast, sharpness, etc The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

9. Prints / Reorders

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

10. Copyright

The copyright Designs and Patents Acts assign the copyright of the images to the photographer. 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/s in writing.

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11. Licence

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

12. Force Majeure or 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. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

13. Attendance

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

14. 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.

15. Personal Accident

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

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16. Governing Law

This agreement shall be governed in accordance with the laws of England and Wales. The terms of this contract are accepted by :

CLIENT:

SIGNATURE:.....

DATE:

ADDRESS:

PHOTOGRAPHER:

on behalf of John Lockyear t/as Lockyear wedding photography

SIGNATURE:.....

DATE:

ADDRESS: The gateway building, 10 Elmer approach, southend on sea, Essex, SS1 1LW