

Bob Grainger Photography: Wedding Photography Contract

Wedding Photography Contract dated: _____

Between:

Bob Grainger Photography, Aeron House, 23 Heol Tredeg, Upper Cwmtwrch, Swansea, Powys SA9 2XD.
Mobile: 07850 656765. Land line: 01639 830083. Email: info@bobgraingerphotography.com

And:

Client name: _____

Client contact address: _____

Client phone number(s): _____

Client Email Address: _____

Whereas the Photographer is in the business of providing professional photographic services and products ("Coverage"), and the Client wishes to engage the Photographer to provide such Coverage.

Now, therefore, for good and valuable consideration received, the parties hereto agree as follows:

The Photographer will provide Coverage of the Wedding of the Bride and Groom/Partners on:

_____ (day) _____ (month) 20____ (year) - the "Wedding Day", at _____

and any other location agreed between the parties beforehand (see 'The Client will receive', page 2).

The Client will pay to the Photographer a total fee of £ _____ on the following terms:

- a) a non-refundable deposit of £ _____ (50%) (without which a definite reservation will not be made);
- b) the balance of £ _____, no less than 14 (fourteen) days prior to the Wedding Day.

I, the undersigned Contracting Party, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein Contract and Terms and Conditions prior to its execution and I am fully familiar with the contents thereof. This Contract shall be binding upon me and my heirs, legal representatives and assigns.

Client's Signature: _____ Date: _____

Client's Name: _____

Photographer's Signature: _____ Date: _____

Photographer's Name: _____

Names and Contact Details of Bride and Groom/Partners

Bride's/Partner's Name: _____

Groom's/Partner's Name: _____

Bride and Groom's/Partner's Mailing Address: _____

Bride's/Partner's Phone Number: _____

Bride's/Partner's Email Address: _____

Groom's/Partner's Phone Number: _____

Groom's/Partner's Email Address: _____

The Client will receive

- a) Photography coverage of: _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- b) Lengthy, post-production computer work on the digital images: culling, cropping, enhancing, mastering, etc.
- c) Soon after the Wedding Day (typically five to ten days) a USB Pen Drive ('Memory Stick') of the best of the photos in both high-resolution colour (JPG format) and also in "black and white" (monochrome), suitable for printing either on a domestic printer or, better still, for printing at a high-street shop or professional lab (online and inexpensive).
- d) On the same USB Pen Drive, small-size versions of the colour photos, suitable for uploading to social media sites, emailing, etc.
- e) A second copy of all of the images on DVD (a 'backup' copy).
- f) Permission to use the photographs freely for personal use (see *Client's Usage*, under *Terms and Conditions*, below).
- g) A private online photo gallery of the colour photographs (a copy of the same gallery will also be supplied on the USB Pen Drive and backup DVD).

Terms and Conditions:

- Reservation:** Upon receipt and acceptance of a signed copy of the Wedding Photography Contract and payment of the Deposit (or full amount), Bob Grainger Photography will reserve the time and date agreed upon, and will not make any other reservation for that time and date. The Deposit is non-refundable for any reason except if the Photographer cancels this Contract or is for any reason unable to carry out this Contract.
- Deposits and Payment:** The Client shall pay a deposit of 50% (fifty percent) of the total fee to retain the Photographer to perform the services specified herein. The Deposit is credited to the total amount of the Wedding Photography Package and is non-refundable (except in any situation where the Photographer cancels this Contract or is unable to perform – see ‘Cancellation by Photographer’ and ‘Failure to Perform / Limit of Liability’, below). The remaining balance of the Wedding Photography Package is ***due in full no later than 14 days prior to the Wedding day***. In the event that the balance is *not* paid by this time, the Photographer will consider this Contract null and void and will not be obligated to provide photography coverage of the said event and will not show up to take photographs. There will be no refunds of any money paid once the Contract becomes null and void.
- Exclusive Stills Photographer (‘stills’ meaning photographs as opposed to video):** It is understood that no other *stills* photographer, *neither amateur nor professional*, shall be ***appointed*** to carry out stills photography whilst the Photographer is working (however, an appointed ***videographer*** shall be permitted to carry out video work). The Photographer shall be the exclusive photographer retained by the Client for the purpose of carrying out the stills photography. **However, family and friends of the Client shall be permitted to carry out photography** just as long as they do not interfere with the Photographer’s duties. The Photographer has the right to ask others to stop photographing or, for example, to step to one side – which will be done very politely if need be.
- Independent Contractor:** This Contract is not to be construed as an employment contract in any way; the Photographer functions as an independent contractor.
- Cancellation by Client:** The Client may cancel this Contract prior to the Wedding Day by written notice to Bob Grainger Photography, and will thereby forfeit any monies paid.
- Cancellation by Photographer:** The Photographer may cancel this Contract prior to the Wedding Day by written notice to the Client, and will refund, in full, any monies that the Client has paid to the Photographer.
- Photographic Materials:** All photographic materials, including but not limited to negatives, transparencies, proofs, previews and digital files, shall be the exclusive property of the Photographer (see ‘*Client’s Usage of Images*’, below).
- Copyright:** The Photographer shall own the copyright to all images created.
- Photographer’s Usage of Images and Model Release:** It is agreed that the Photographer may display and use photographs from the Wedding Day for advertising, display, website and internet promotion, photographic contests, bridal shows, public displays, photography books, photography instructional books, store fronts, window displays, studio displays, television advertising, magazine advertising *or any other purpose thought proper by the Photographer*. Furthermore, the Client hereby grants to Bob Grainger Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Bob Grainger Photography and its legal representatives and assigns from all claims and liability relating to said photographs.
- Client’s Usage of Images:** Bob Grainger Photography will supply the Client with copies of prints and/or a USB Pen Drive (‘Memory Stick’) and backup DVD, as outlined in ‘*The Client will receive*’ on Page 2, of high-resolution images for *personal use only*, and the Client shall not authorize any reproductions thereof by parties other than for the Client’s personal use. The Client must not claim copyright or authorship of the images, sell them or enter them into a competition where a prize is being offered. The Client may have prints made of the images, upload them to social media sites or websites, and may reproduce and distribute any images in any manner they like for sharing and enjoyment of friends and relatives. The Client must obtain written permission from Bob Grainger Photography prior to the Client or their friends and relatives for publishing or selling the photographs for profit: *without this written permission, the Client may not profit in any way from the Photographer’s work*.
- Failure to Perform / Limit of Liability:** In the unlikely event that the Photographer is unable to carry out this Contract due to a fire or other casualty, strike, act of God, illness, *or any other cause whatsoever*, then the Photographer shall return to the Client in full, all monies that the Client has paid, including the deposit, but shall have no further liability with respect to this Contract. ***The liability of the Photographer in any event shall be limited***

to the refund of any monies paid by the Client. This limitation on liability shall also apply in the event that photographic materials, including but not limited to negatives, transparencies, proofs, previews and digital files, are damaged or lost in processing, damaged or lost through camera or computer malfunction, lost in the mail, or otherwise damaged or lost. The Client agrees that an entire Wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot, and limits the Photographer's liability to the amount paid under this Contract.

12. Licence and Coverage:

- a) Photographs taken during the course of the event will be at the discretion of the Photographer, although every effort will be made to comply with the Client's requirements.
- b) The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Client's requirements, the Photographer's judgment regarding the location, poses, framing and number of photographs taken shall be deemed correct.
- c) During the course of the event, the Photographer shall endeavour to photograph all individuals and events as requested by the Client, but no responsibility will be taken by the Photographer if certain people or events are not included.
- d) For bookings involving a church ceremony or at certain other venues, photographers' movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony may be restricted or prohibited, as may the use of artificial lighting (e.g. flash). The Photographer cannot accept responsibility for limited coverage in such cases.
- e) The Photographer shall make all decisions concerning which images shall be kept and which shall be discarded, which shall be computer-edited, and which shall be supplied to the Client. The Client will not have access to images that the Photographer has decided not to supply to the Client, either due to the images being considered to be of poor quality, being duplicates, or for any other reason.
- f) The Photographer shall be granted artistic licence to carry out computer editing of the photographs in any way that the Photographer sees fit. The Client will not make decisions about which photographs are edited, in what manner or by what means.

13. **Inherent Qualities:** The Client accepts that not every single photograph is going to be the perfect picture and will not hold the Photographer accountable for opinions the Client may have on the photographs received.
14. **Refunds:** Bob Grainger Photography has a no refund policy once the event has been photographed.
15. **This Contract incorporates the entire understanding between the parties:** It supersedes all prior and simultaneous Contracts between Bob Grainger Photography and the Client. Any modifications of this Contract must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Contract. These Terms and Conditions are governed by the laws of England and Wales, and any dispute relating to these Terms and Conditions shall fall within that jurisdiction.
16. **Severability:** If any provision of this Contract is held to be invalid or unenforceable under the law, the validity of this Contract as a whole shall not be affected, and the other provisions of the Contract shall remain in full force and effect.