



**This Agreement made with:**

Dave Vokes (photographer)

And

Bride..... Groom.....

**Terms and Conditions**

It is mutually agreed that the following terms of agreement form an integral part of this wedding photography contract and that no variation or modification of this contract can take place without the agreement of both parties in writing. The parties are the wedding photographer or photographer, and the client (which may be the bride and groom or a relative or friend). For client read clients as appropriate. In the following conditions of contract "the photographer" shall mean Dave VOKES trading as Dave Vokes Photography.

**1. The Product**

The photographer agrees to be in attendance on the wedding date and to take photographs during the day. The photographer agree that the client will be provided with photographic services and products as agreed, selected by the client, and as annexed to this contract.

On the wedding day, it is understood that Dave Vokes Photography is retained as the exclusive official photographers for the wedding. The photographer is the only authorised photographer for the day. Other professional photographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by parents, contracted by newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the client.

Clients must note that the use of videography (ie hiring or using a videographer) can significantly compromise the quality and breadth of stills photography.

An inconsiderate guest can wreck the photographic record of your special day and if necessary the photographer will speak with the guest or bride or groom or coordinator if appropriate. Coverage may be cancelled without warning at the discretion of the photographer if the photographer feels threatened, is unable to carry out his duty in a professional manner, or has reason to believe that equipment may be damaged.

When you book Dave Vokes Photography, you hire Dave Vokes to take your photographs and, where the photographer considers it necessary, his assistant to assist with equipment, lighting, reflector, off-camera flash, digital storage and so on. You don't have to worry about a stranger or an untrained photographer taking the photographs. The assistant is not billed as a second photographer and the client is not charged where she is present. Unless otherwise agreed, the photographer will take a mixture of formal, informal, romantic, and contemporary photographs to get the full story of your day, but will be guided by the client. Prior to the wedding, the photographer will spend time discussing client preferences and any special requests, and never do anything the client does not want.

The photographer will only book one wedding on the wedding day to give full attention and the courtesy the client deserves, and there is no limit to the time the photographer can spend at the wedding, the number of locations that he can visit, or the number of photographs that he can take.

The photographer offers the bride and groom a free informal photo session at the wedding venue some weeks before the wedding to get better acquainted and to make them more comfortable with wedding photography and photographic styles.

## **2. Model Release**

The client gives the photographer the absolute right to copyright and use the photographs taken at the wedding for advertising, publicity, editorial or any other purpose including use on the Internet and World Wide Web or transmission by any other electronic means as long as this is solely to promote the photographer's business as a wedding photographer.. The client does not own the copyright in the photographs, and waives any right to inspect or approve the finished use of the photograph and acknowledges that the copyright of the photograph belongs to the above-named photographer as per the United Kingdom Copyright Act 1988.

## **3. Copyright**

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 in writing.

## **4. Fulfilment of Contractual Obligations**

Photography is a subjective medium and while some people may like a picture, others may not. The contractual obligations of this contract will therefore be considered fulfilled once all features of the selected product detailed below have been fulfilled.

The client agrees that not all images provided by the photographer may be to their liking and concede that not every image the photographer attempts to capture will be successful. The photographer will overshoot so that after editing, the contractual obligations of this contract are still fulfilled.

Having viewed the photographer's portfolio and having considered the suitability of the photographer for the wedding photography, there is no right to reject the finished work on the basis of content, composition, technique or style

## **5. License, Coverage and Reproduction**

The photographer shall be granted artistic licence including in relation to the poses photographed and the locations used.

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.

The photographer shall endeavour to photograph all individuals as requested by the client, but no responsibility will be taken by the photographer on the occasion of leaving someone out.

The photographer shall endeavour to capture all the moments throughout the day as they occur.

However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons, vagaries of the weather and the willingness of subjects.

For a booking involving a religious ceremony or at certain venues, photographer movements are very often 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. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited.

The client is strongly advised to check with the appropriate official before signing this contract.

## **6. Limitation of Liability and Disclaimer**

The photographer agrees that every effort will be made to provide high quality photographic services. In the unlikely event that a catastrophic mechanical or electronic failure should occur to the photographer's equipment or that the photographer is unable to provide the client with the agreed upon photography services and/or products, or if the quality of the services and/or products is deemed to be substandard by the client, the photographer and the client agree that the photographer is not responsible for any other consequential damages, emotional or otherwise and that the photographer's liability shall be limited to a full refund of all monies paid.

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 refund of all monies paid under this contract. Neither party shall be liable for indirect or consequential loss.

The photographer cannot guarantee exact colour matching. Due to a variety of lighting conditions and the limitations of digital sensors, certain colours do not reproduce exactly in print.

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, either at the shooting or processing stage.

Where images are made available for use on a DVD player, all reasonable steps are taken to use high-quality disks and to ensure compatibility, but DVD discs may not play on all DVD players.

### **7. Prices**

**A deposit of £250 is required at the time of booking to secure the services of the photographer. The outstanding balance is required 1 calendar month before the date of the wedding. If no contact is made by the couple with in 72 hours of the 1 calendar month deadline, this will be taken as a cancellation, and will make the agreed date available for bookings.**

**The package contents are set out above, additional prints and services outside of the packaged will be charged for, these will be clearly stated at the time of booking or as soon as possible after the request is made.**

### **8. Force Majeure:**

The due performance of the contract is subject to alteration or cancellation by the photographer owing to any cause beyond their reasonable control (e.g death, sudden illness, injury, victim of crime, family critical illness). If the photographer has to cancel this contract for reasons beyond his control, his liability shall be limited to a full refund of all monies paid, **excluding the Deposit.** Where the photographer must cancel, he will attempt to find a replacement which is acceptable to the client and attempt to negotiate a similar package on a best efforts basis. No guarantee of a replacement can be made. Where a replacement can be found, the client will enter a new agreement with any replacement photographer.

### **9. Cancellation Fees**

If the client should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies paid.

Postponement of the wedding will **not** affect the fees charged, provided a deferral date is given before the 4-week period prior to the original wedding date. Deferral is subject to the photographer's availability. Cancellation or postponement must be notified in writing.

### **10. Privacy**

Dave Vokes Photography may store your data on a private internal database. This data will be held only during the term of the contract and will be wholly deleted once the contract has been fulfilled and concluded. This data will never be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing.

### **11. Insurance.**

Dave Vokes has Public liability insurance cover him for any Injuries Caused to people

**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 Vokes Photography in writing. I realise that this contract becomes effective immediately and agree my booking fee is not refundable and cancellation rates will apply in the case of any cancellation by the client (statutory rights are not affected).**

By Printing your name below and sending by email constitutes a Signature

Brides Signature/initials

Print Name:

Grooms Signature/initials

Print Name:

Date: