

WILLIAMSTUDIO

Contract for the supply of the Services of a Photographer (Weddings)

PART 1

Name of Client:

Services to be provided:

Package Fee for the Services: £

Booking Fee: £

Balance payable (2 weeks prior to the Wedding) £

Please provide the services set out in this Contract.

I am aware that this Contract has been entered into on the basis of the information supplied by me in Part 2 (General Information) and incorporates the terms set out in Part 3 (Terms and Conditions of contract of Williamstudio).

Signed.....(client)

Date:



Part 2 - General Information

Bride's name		Groom's name	
Date of Wedding			
Ceremony Venue		Time of Ceremony	
Reception Venue		Time of Meal	
Home address before wedding			
Home address after wedding			
Bride's day tel.		Evening/other tel.	
Bride's email			
Groom's day tel.		Evening/other tel.	
Groom's email			
No. of bridesmaids	Adult	Child	No. of pageboys
No. of parents			No. of grandparents
Bestman's name			
No. of guests			

The Photographic Service required is:

Fees due:	
Minus Booking Fee of	
Balance to be paid	

Please make cheque payable to Williamstudio

I have read and undertake to abide by the schedule and terms of the agreement on this contract. The Photographer will take the normal photographs as stated, but if you wish extra photographs to be taken, please advise the Photographer before the wedding.

Signed Client		Date	
Signed Photographer		Date	

Part 3 – Terms and Conditions of Contract

These terms and conditions explain your rights and responsibilities and also ours. “You” means the Client named in the Contract and “We” means the Studio. The “Contract” means the contract signed by you and incorporates these terms and conditions.

1. We agree to supply you wedding photography services in accordance with the Contract. The Contract incorporates all the terms agreed between us and no variation shall apply unless agreed in writing and signed by both parties.
2. You must ensure that any representation or promise on which you rely and which is important to you is written on the Contract and signed by you and our representative. A space has been provided on the Contract for this purpose.
3. We ask you to note any special requests in the space provided on the Contract for that purpose. We will endeavour to accommodate any reasonable requests made by you but can not guarantee to be able to do so.
4. The Booking Fee is payable by you on the signing of the contract. This will be set against the total fees payable by you.
5. The balance of the Package Fee must be paid by you no less than 14 days prior to the date of the wedding. If the Package Fee is not paid by that date, we reserve the right not to provide any services until payment is made or to treat the Contract as being cancelled by you. The provisions of clause 22 will then apply.
6. The Package Fee includes the time and expense of our photographer travelling to and from the agreed locations. It also includes his time for attending to take photographs as stated on the Contract. If the photographer is requested to stay for a longer period at the wedding or reception we will try to accommodate all reasonable requests but cannot guarantee that we will be able to do so. We reserve the right to charge additional time as an additional service at the rate in our current price list, a copy of which will be provided to you upon request.
7. A separate fee will be charge for additional services offered such as additional prints or products in accordance with our current price list. Retouching of digital files, digital manipulations and artist finishing may be available on request as additional services. The price of any additional services must be paid in full before delivery.
8. All prices include VAT (where applicable).

9. We are appointed by you as the exclusive professional photographer for the wedding. Amateur photography by guests will be permitted but you must ensure that this does not interfere or conflict with the services we have agreed to provide.
10. In the unlikely event that Michael Williams is unable to attend for reasons beyond our control (e.g. death, injury or illness) we will use our best endeavours to arrange a suitable replacement. If this is not possible clause 21 will apply.
11. We will discuss with you your general requirements and wishes in relation to the taking of the photographs. You should be aware that it may not be possible for these to be followed due to factors such as weather conditions, lighting conditions, the subjects being photographed and time constraints. You, therefore, grant us full and unfettered artistic licence in relation to the content of the photographs, their arrangement, composition, location and the number of photographs taken.
12. Photographs will be taken against the available backgrounds. Please note that we can not move objects or perform other cosmetic duties on location.
13. Weddings should be happy and relaxed occasions but the cooperation of you and your guests is essential in ensuring that the photography goes smoothly, the best results are obtained and your goals are achieved. You are, therefore, responsible for ensuring punctuality and the cooperation of your guests.
14. You agree to be responsible for any injury, loss or damage caused to our photographer or equipment caused by your guests.
15. All exposures are of normal size. Every effort will be made to provide an identical colour balance between photographs but this may not always be possible due to factors such as lighting conditions and digital sensor limitations. Prints made on different occasions or different sizes may also vary. Accordingly, no warranty is given that an exact colour match can be provided.
16. We will supply you with proofs in the format agreed with you and in accordance with the package ordered by you as soon as reasonably practicable after the wedding but cannot guarantee precise timings.
17. Prints and products must be ordered by you and your guests within 12 months of the wedding. After this time we cannot guarantee being able to fulfil order and any order which we do fulfil will be subject to our then current price list.
18. Negatives, film and digital media remain our property.

19. The copyright in all images and copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer file or printed documentation relating to such images remains our property. No images created as part of this Contract may be copied or reproduced in any way without our express prior permission.
20. We reserve the right to use or display any images created as part of this Contract in our studio, as part of our portfolio, at exhibitions, or for marketing purposes unless stated otherwise on this Contract.
21. In the unlikely event that we are unable to perform the Contract for reasons beyond our reasonable control (e.g. death, injury or illness) The Contract shall be cancelled but our liability to you shall be limited to full refund of all fees paid by you.
22. You may cancel the Contract at any time by notice in writing. You will then be liable to pay us compensation based on a percentage of the Package Fee depending upon when the notice is received:
 - 121 days or more – Booking Fee only
 - 91-120 days - 50%
 - 61-90 days - 60%
 - 31-60 days - 75%
 - 0-30 days - 100%
23. If the date of the wedding is postponed, we may at our sole discretion (which we will exercise reasonably having regard to our ability to obtain alternative work on the first agreed date and availability on the second date) agree not to treat the Contract as being cancelled but to provide the services on the proposed date and apply all monies paid by you towards the fees for that day.
23. We will exercise the reasonable skill, care and judgement that you would expect of a professional photographer but we shall not be liable for events beyond our reasonable control nor for loss which is indirect or consequential. Under no circumstances will our liability to you, whether in breach of contract, negligence, breach of statutory duty or otherwise exceed the total amount that you have paid to us under this Contract. Our fees have been calculated on this basis. If you wish to have additional cover we recommend that you consider taking out a policy of insurance. Nothing in this Contract shall exclude our liability for death or personal injury caused by us of those whose acts we are responsible.

Special Requests: