

Wedding Photography Contract

TERMS AND CONDITIONS OF CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES

In the following terms & conditions "the photographer" shall mean Ian Linton trading as Ian Linton 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.

Booking Fee / Deposit Payments.

A non-refundable booking fee of 20% secures the time and services of the Photographer for the wedding and is non refundable 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 14 days before the wedding day.

Wedding Arrangements.

The details of the wedding arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

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. Cancellation less than 4 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

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.

Images-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. A varied selection of B&W conversions will be included in the final preview images for the clients.

Copyright.

The copyright Designs and Patents Acts assign the copyright of the images to the photographer, but does allow the client to print and share photos for personal use only.

Licence.

The Photographer 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.

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.

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.

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.

Personal Accident.

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

Governing Law.

This agreement shall be governed in accordance with the laws of Scotland and the UK.

The terms of this contract are accepted by:

CLIENT:

DATE:

Address:

PHOTOGRAPHER:

on behalf of Ian Linton – Ian Linton Photography