

Wedding Date and time		___/___/___ ___:___
Brides Name		
Phone		
Address		
Email:		
Grooms Name		
Phone		
Address		
Email:		
Start of photography		Start ___:___ End ___:___
Number of guests		
Other Photography sessions agreed.		
Wedding service Location		
Wedding official and contact number		
Reception location		
Wedding reception manager & contact		
Brides Dress-up location		
Wedding theme, attire & other notes: please specify colour scheme / traditional / formal / informal / casual etc.		
Photography Fee Agreed upon	£_____	
A deposit of £_____ is due when this agreement is signed, and the balance £_____ is to be paid on the date of 21 days prior to wedding date		
Meeting before wedding	YES / NO	
Attend the wedding rehearsal	YES / NO	
Picture of the bride getting ready (Groom if reasonably possible)	YES / NO	
formal & in service pictures (as permitted by Minister or Registrar)	YES / NO	
informal reportage style pictures if agreed	YES / NO	
formal shots at the reception	YES / NO	
your choice at 8"x6"	YES / NO	
table layout & place setting shots	YES / NO	
wedding album / Box containing () images	YES / NO	
proof book of images to keep & use to select extra copies of prints to order after the wedding for friends & family.	YES / NO	

Wedding Photography Terms & Conditions

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.

ENTIRE AGREEMENT: This agreement contains the entire understanding between "David West Photography" and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

RESERVATION: Upon your signature, "David West Photography" will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of 25% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due 21 days prior to wedding date.

SAMPLE CD DELIVERY: After the wedding, "David West Photography" will provide THE CLIENT with a watermarked low resolution Sample CD. This Sample CD will contain all photographs (in colour) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorised use. THE CLIENT should as soon as possible provide "David West Photography" with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). The list should specify which images should be in colour, black and white or sepia. Printing of photographs cannot commence prior to "David West Photography" receipt of this list. THE CLIENT agrees if the balance is not paid, "David West Photography" will NOT make a final delivery of selected prints, incurring no liability to "David West Photography" and resulting in loss of Reservation Deposit by THE CLIENT.

CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the deposit will be forfeit. "David West Photography" agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT. In the event that the PHOTOGRAPHER is unable to attend for any reason beyond his control: accident, illness or for any other reason then the PHOTOGRAPHER will not be liable to compensate the client except to return any monies paid. In this event the PHOTOGRAPHER will compile an album from guests photographs as well as can reasonably be done.

PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.

EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

90 MINUTE WINDOW: (This is not relevant to all Weddings and is negotiable as to the CLIENT'S requirements.) The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterwards for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, "David West Photography" shall not be held liable for failure to take desired photographs. The PHOTOGRAPHER should be made aware of any cultural or faith aspects of the wedding that will enable him/her to produce the best pictures for the day.

COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. "David West Photography" is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to "David West Photography".
"David West Photography" recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and "David West Photography" agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, "David West Photography" will not be held liable for any photographs not taken.

HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the reception site management. THE CLIENT agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is THE CLIENT'S responsibility; "David West Photography" will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The photographs, digital negatives or prints produced by "David West Photography" are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without "David West Photography" explicit written permission.

GUEST COOPERATION: THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, caterer, etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.
"David West Photography" will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

COMPLETION SCHEDULE: The printing process can only start once "David West Photography" receives the order list for the required images. Digital processing takes approximately 2 weeks. Creation of a wedding album takes 2 weeks, enlargements 1-2 weeks or possibly longer when laboratory schedules are heavy.

PAYMENTS: THE CLIENT agrees that 25% deposit is required at the time of contract acceptance and 100% of the remaining balance is due on 21 Days prior to wedding date.

FINAL DELIVERY: "David West Photography" will deliver the album and any additional material once printing is completed. "David West Photography" will also deliver a proof book of images if agreed.

METHOD OF REMUNERATION: Payment may be made in cash, deposited into a bank account or paid by cheque. Final delivery will only be made after funds are cleared.
PROOF OF PAYMENT TO BE PROVIDED ON REQUEST

PURCHASE OF DIGITAL NEGATIVES: If THE CLIENT desires a copy of the additional digital negatives or film negative (images not selected for the paid package) in high resolution, these images may be purchased at a specified cost and will be supplied on CD. A low resolution digital negative CD/s will be provided at no additional charge.

PENALTY FEES & CHARGES: There is a £100.00 late payment fee for any payments that are not postmarked or delivered to "David West Photography" within 14 days of signing this contract & receipt of proof CD.

RIGHT OF WITHDRAWAL: Discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in service withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should "David West Photography" initiate the withdrawal, all fees will be returned, excluding deposit as well as fair market value for all services/products already provided. In case of withdrawal, £100.00 an hour is charged for all photography services already provided and £50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour. Nevertheless reasonable cooperation will be given by the PHOTOGRAPHER when changed circumstances occur.

LIMIT OF LIABILITY: In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. "David West Photography" will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package. "David West Photography" takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond "David West Photography" control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

NON-GUARANTEES: Although every possible care will be taken to produce photographs of all important and special events during the wedding, "David West Photography" cannot place an unconditional guarantee on the above. "David West Photography" will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of "David West Photography" control.

PERFORMANCE: The performance of this contract on behalf of "David West Photography" shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and "David West Photography" at the time of acceptance of this contract shall be recognised as amendments to this contract.

REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package, but which is part of the additional low resolution images provided on CD) may be ordered at the following rates: -

6"x4" £7	10"x8" £14
7"x5" £8	12"x8" £15
8"x6" £10	12"x10" £16
9"x6" £12	15"x10" £18

Display David West Photography may use any images included in this contract in their studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising, slide shows or commercially.

Images All image sizes are nominal. 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.

Retouching: digital manipulation and artist finishing is available to the Client as an optional extra unless otherwise stated.

License: David West Photography shall be granted artistic license in relation to the poses photographed and the locations used. The Photographers judgment 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.

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.

Negatives / Digital Files Negatives / digital files remain the sole property of David West Photography.

Prices All prices are subject to the then current rate of V.A.T. (if applicable).

Complaints Any complaints should first be raised by the Client with David West Photography in writing within 14 days from the date of provision of web gallery preview images.

Payments All cheques to be made payable to David West. Bank Transfer (BACS) payments can be accepted by arrangement.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (on behalf of "David West Photography")

Date _____

• **MODEL RELEASE:** THE CLIENT hereby assigns and grants "David West Photography" and its legal representatives 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 or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases "David West Photography" and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that "David West Photography" may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by "David West Photography".