

MARC SMITH

PHOTOGRAPHY & VIDEOGRAPHY

WEDDING PHOTOGRAPHY CONTRACT

This contract for wedding photography services is hereby effective and binding from the date it is signed by one or both of the parties and subject to the Terms & Conditions.

The parties are hereby known as: Marc Smith Photography
(Hereinafter referred to as "Photographer")

and _____ & _____ (Please Print)
(Hereinafter referred to as "Clients")

Date of wedding:

Address of ceremony:

Time:

Address of reception:

Time:

Bride's name:

Bride's mobile no:

Brides email:

Bride's home telephone no:

Grooms name:

Grooms mobile no:

Grooms email:

Grooms home telephone no:

Number of guests:

Emergency Telephone Number:

Correspondence address:

PAYMENT REQUIREMENTS

To book photography services the retainer fee is required

£ _____

**The retainer fee covers my time and skill prior to and photographing your wedding date.
Items can be purchased from the Collection price list after you're wedding**

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DEFINITIONS

Force Majeure Event: means an event, circumstance or cause beyond a party's reasonable control which includes (but is not limited to) death, epidemic, pandemic, natural disasters or war.

Photographer: means Marc Smith of Mad Concepts Ltd (company number 05534161).

1. OWNERSHIP RIGHTS AND RESPONSIBILITIES

- 1.1 The Photographer will document the events in a candid manner and take portrait and group shots as discussed with the client.
- 1.2 The photographer owns all photo rights, the client is able to produce copies and reproductions can be made from the supplied complimentary 250 Jpeg images. No rights are given for any images to be shared with other suppliers or for commercial use.
- 1.3 The Photographer may use any photograph/image for publicity and advertising purposes to promote Marc Smith Photography.
- 1.4 RAW files are not provided.
- 1.5 No re-editing can be done to any images other than by Marc Smith.
- 1.6 Marc Smith will be the only official photographer present on the wedding day, except in accordance with Clause 2.1.

2. CANCELLATION

- 2.1 If the Photographer has to cancel or is unable to photograph said wedding for reasons beyond their control ("Force Majeure Event"), a suitable photographer specifically chosen by the Photographer with similar photographic style and quality would be in place to photograph your wedding day. The Photographer would then edit all the photos and provide the same level of service and quality in all picture book products originally offered.
- 2.2 If the client(s) changes the wedding date for any reason, clause 2.3 applies. However, if the photographer is available on the new date, providing this is within 6 months from the original wedding date the retainer fee can be transferred to the new date. If this date is beyond 6 months clause 2.3 applies and the cancellation will end my liabilities. If the clients wish to use my services past this 6 month timeframe a new contract and retainer fee are required.
- 2.3 In the event of cancellation by the client, all monies paid in for the photography services are non-refundable. Retainer fees are non-refundable and considered as liquidated damages.
- 2.4 After a period of 14 days from the date of signing this contract, as compensation for loss of income to the Photographer the following cancellation rates apply to the client as a percentage of the total fee due based on the Gold collection price:
 - 60 days or less before the wedding – 100%,
 - 61 to 90 days before the wedding – 75%
 - 91 to 120 days before the wedding – 50%.

In the event of me not being able to attend your wedding due to factors such as Coronavirus illness or self isolation, clause 2.1 will apply. If you would like to cancel your contract with me in this circumstance and source your own photographer, clause 2.3 will apply. Should your wedding date fall directly during a forced national government lockdown clause 2.2 will apply with the addition that the retainer fee can be transferred to a new date which falls within 12 months from the original wedding date. If the clients postpone the wedding date whilst no national government lockdown is enforced, clause 2.2 applies..

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DISCLAIMER

I agree that every effort will be made to provide high quality photographic services. If a catastrophic mechanical failure should occur to the Photographer's equipment, transport, or any other cause such as fire and theft and the Photographer is unable to provide the Clients with the agreed photographs, the Photographer's liability shall be limited to a full refund of all monies paid, which then ends my responsibility.

It's the clients responsibility to ensure that they make themselves available at a mutually convenient time before and after the wedding to discuss timings and viewing respectively, unless agreed otherwise.

Approximately 6 weeks after your wedding day I will notify you that your wedding images are ready to view at the viewing appointment. At this time if purchasing picture book collections full payment must be received within 7 days of this notification. Upon receipt of said payment I will then release the watermarked images to you in the form of an online digital gallery, where you can make your picture book image selection. Failure to fulfil this payment will result in photos being deleted and the viewing of the photos restricted to the viewing appointment only.

Any complaints should first be raised by the Client with the Photographer/s in writing within 14 days from the date of receipt of images. In the unlikely event of an unresolved complaint, the Client may request the use of a third party, at the clients expense, to mediate but only on the basis that its decision shall be final and binding upon both parties.

A hot meal must be provided and is to be served at the same time as any other food served to guests.

Anything offered as complimentary has no monetary value and therefore can not be used as a method of a price reduction. It is at the clients discretion if they accept any such offering. Complimentary items or services that the clients have accepted must be taken prior to the wedding date, unless agreed by the photographer. After this time the complimentary offer is retracted and is no longer available.

I/We have read and fully understand the terms of this booking and accept that this contract becomes effective immediately. We understand that the retainer fee covers attendance to photograph the wedding day and related business expenses prior to the wedding. It is non-refundable.

I/We understand viewing of the images can only be seen at the viewing appointment or via online gallery when the picture book payment has been received.

I/We understand payment for Picture Book Collections has to be paid in full within 7 days of the viewing appointment. Failure to fulfil this payment will result in photos being deleted and access to the photos restricted to the viewing appointment only.

I/We agree that If cancelation occurs within 120 days of the wedding day cancellation rates set out will apply

Signed: _____ Date: _____

Signed: _____ Date: _____

TO BE SIGNED BY MARC SMITH PHOTOGRAPHY:

I confirm that I have received a signed copy of the above contract and retainer fee of £_____

Signed: _____ Date: _____