

WEDDING PHOTOGRAPHY CONTRACT - EMIR HASHAM PHOTOGRAPHY

The contract is between the Photographer and the Client as detailed below:

PHOTOGRAPHER NAME	Emir Hasham
PHOTOGRAPHER ADDRESS	
PHOTOGRAPHER TELEPHONE	
PHOTOGRAPHER EMAIL	
CLIENT NAME	
CLIENT ADDRESS	
CLIENT TELEPHONE	
CLIENT EMAIL	

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.

1. Summary of the Contract

The Photographer is responsible for providing for the client a photographic service and products as detailed in section 2 ('coverage'). The Client undertakes to engage the Photographer for this coverage for the price as detailed in section 3. ('payment')

2. Coverage

Coverage will be provided by the photographer as follows:

WEDDING DATE	
COVERAGE START / END TIMES	
WEDDING LOCATION	
COVERAGE AT OTHER LOCATIONS	
ADDITIONAL PRODUCTS SUPPLIED	
OTHER NOTES	

The photographer cannot be held responsible for the lack of coverage caused by any members of the wedding party not being ready on time, nor by restrictions placed on the photographer by officials of the church, register office or licensed marriage venues. The photographer does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the client's wishes. The photographer is limited by the guidelines of the ceremony official or 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. Emir Hasham Photography will offer technical recommendations only.

3. Payment

The client will pay the photographer a total fee of £ (price of package) subject to the following terms:

A Booking Fee of £ (approx 25%) is payable to secure the date, time and services of the photographer and is payable on execution of this agreement. This booking fee is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of £ (remaining balance after booking fee) is to be made no later than one month before the date of the wedding.

Any additional payments for albums, books, prints and other services are to be made when that order is placed. No Photographs, Image files, Albums, Disks or other products will be delivered until all payments due have been made in full. Prices for additional orders placed after the wedding date may be subject to change and any additional orders will be subject to this same contract. All orders must be given in writing.

Any additional attendance hours (at £95 per hour or part thereof) where agreed, but which may not be known accurately at the time of Contract signing, must be paid in full before delivery of any Photographs, Image files, Albums, Disks or other products or media.

4. 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 12 weeks before the date of the wedding will require payment in full.

The same cancellation conditions will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

5. Prices

All prices are as at the time of signing the Contract, but in the event that changes arise that are outside the Photographer's control (for instance, but not limited to, the costs of albums, prints, optional extras, travel, subsistence) then Emir Hasham Photography will inform the client of such within 21 days.

6. Photographer

The principal Photographer will be Emir Hasham and where he deems appropriate a second photographer or assistant will be provided at no extra cost. They will be the ONLY stills photographers allowed to attend for financial gain. (Videographers attendance by agreement)

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography.

7. Copyright

The entire copyright in the photographs is retained by the Photographer at all times throughout the world. This includes Prints, Albums, Digital Files and any other media using the photographs. It is contrary to the Copyright and Design Act 1988 to copy or allow to be copied photographically, electronically or by any other means an image, or part thereof, created as part of this contract without the permission of the Photographer in writing. Negatives/Digital files remain the property of the Photographer.

Photographs supplied to the wedding couple on electronic storage media or by email/online or in printed form as part of their wedding collection are licensed to them for sharing or displaying electronically with family and friends and for printing by the couple ONLY. These photographs may not be printed, displayed online, or otherwise used for commercial gain by any other parties without written permission from the Photographer.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work. This may include, but is not limited to, websites, portfolios, literature, displays, exhibitions, competitions, advertising and promotion.

8. Image Size, Colour, Style and Composition

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record on film or in print the exact colour as seen by the human eye. There is no right to reject on the basis of style or composition. The number and style of photographs delivered to the Client by the Photographer shall be deemed to be correct.

9. Creative License

The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The style and the number of photographs are also dependent on vagaries of the weather and the availability and cooperation of the Clients and their guests. The Photographer will make their best effort to honour requested photographs, but does not undertake any guarantee for any specific picture nor to incorporate any specific background, location, item or group arrangement.

Requested photographs must be notified to the Photographer by the Client in writing at the time of this contract.

10. Retouching and Digital enhancement

The Photographer will provide a level of retouching, digital manipulation and 'beauty finishing' as he deems creatively pleasing and appropriate and this will be deemed to be correct. Requests for additional digital processing of any type may be considered, but may be subject to additional charges to be agreed at the time.

11. Third Party Printing

Emir Hasham Photography cannot accept any responsibility or liability for colour balance or quality of any Prints or other media printed or reproduced by Third Party Printers from the images we have supplied to the wedding couple.

12. Travel and Subsistence

For attendance at locations at a distance over 35km from the Photographer's registered address, reasonable travel costs may be charged where appropriate. Where the wedding ceremony or other celebrations require an overnight or longer stay, whether in the UK or abroad, then modest hotel and subsistence charges will be made.

The Client is not required to provide the Photographer with a meal at the wedding reception.

13. Indemnity

The Client agrees to indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure by the Client to obtain any clearances in respect of third party copyright works, trade marks, designs, locations or other intellectual property. The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing at the time of executing this contract.

14. Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, 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.

15. Force Majeure (Act of God)

The due performance of this contract is subject to alteration or cancellation by either party owing to any unexpected cause beyond their control.

16. Complaints

Any complaints must be raised by the Client with the Photographer in writing within 21 days from the receipt of photographs.

17. Country of Jurisprudence

This Contract is made under and is subject to English Law.

The undersigned have read and understood the above contract and agree to the terms and conditions contained in all 4 pages in their entirety.

PHOTOGRAPHER NAME	Emir Hasham	Date
PHOTOGRAPHER SIGNATURE		
CLIENT NAME		
CLIENT SIGNATURE		