



# Photography Contract

This agreement contains the entire understanding between the Clients and the Photographer.

## Photographer

Name: Blue Jay Photography

Tel: 07948156183

Email: bluejayphoto@outlook.com

## Client

Partner 1:

Partner 2:

Home Address:

Tel:

Email:

## Service Details

Please provide as much detail as possible, including full postal addresses for all venues in relation to your package (e.g. prep, ceremony and reception – if different).

Date:

Time of ceremony:

Venues:

Package:

Songbird

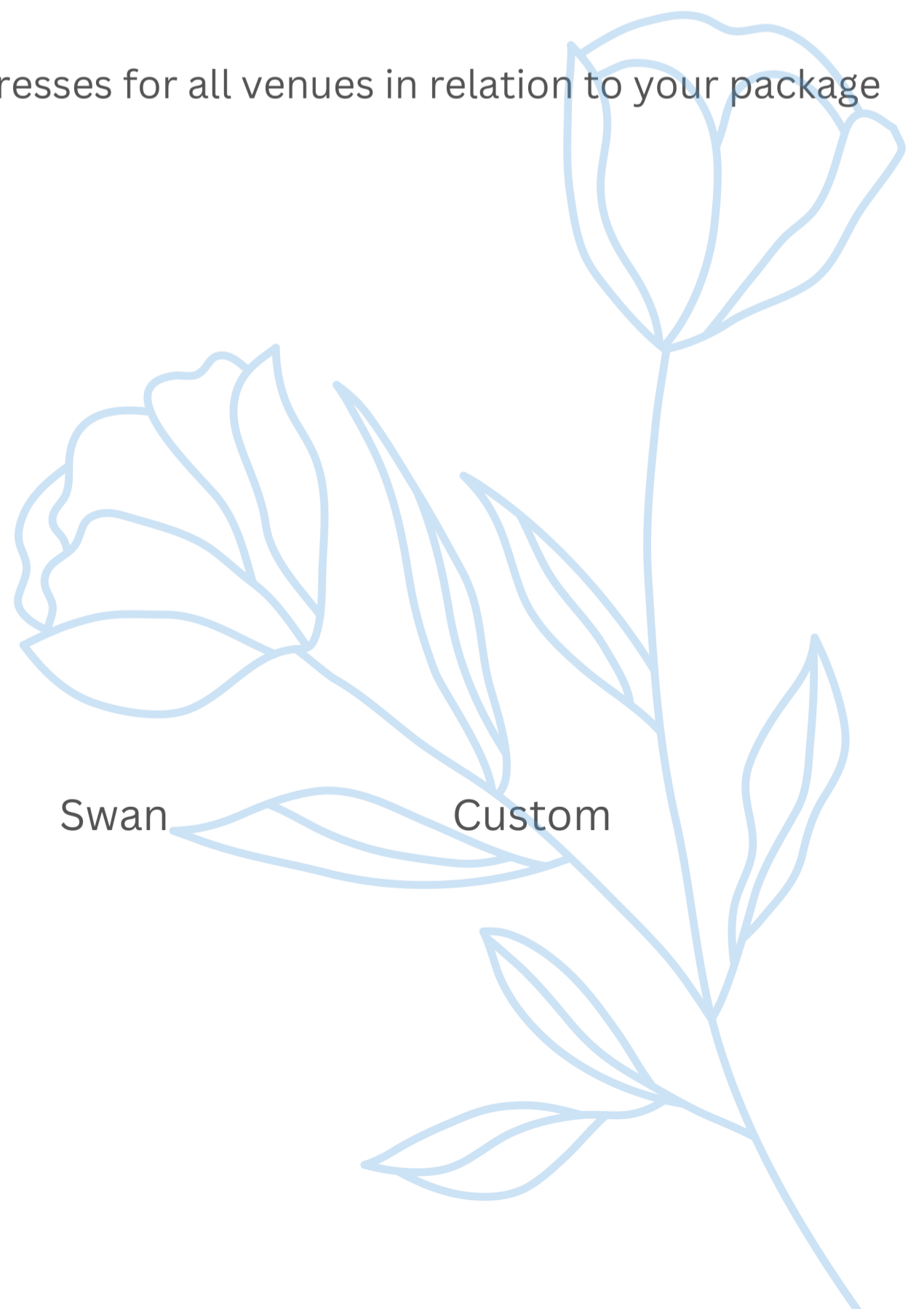
Lovebird

White Dove

Swan

Custom

Any Special Requests or Notes



# Terms & Conditions

In the following terms & conditions "the photographer" shall mean Blue Jay Photography or any agent/employee of Blue Jay Photography. "The client(s)" shall be those persons defined as 'partner 1' and 'partner 2' 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.

## Payments

A non-refundable booking fee as well as full acceptance of the terms and conditions as published on the photographer's website secures the time and services of the Photographer for the wedding and is non-refundable 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 2 weeks before the wedding day.

The Client agrees to pay the full amount of their chosen package in full via cash, bank transfer or PayPal. A booking fee is to be paid upon booking and signing of the agreement.

In the event of late payment, a charge of £10 per day of lateness will incur to be added to the outstanding balance.

## Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit the booking fee paid. Cancellations made by the client: The booking fee is non-refundable and no further monies need be paid. Attempts to negotiate a refund for the booking fee will be considered harassment and intimidation. Cancellations made by the photographer: a full refund will be issued.

## Safety

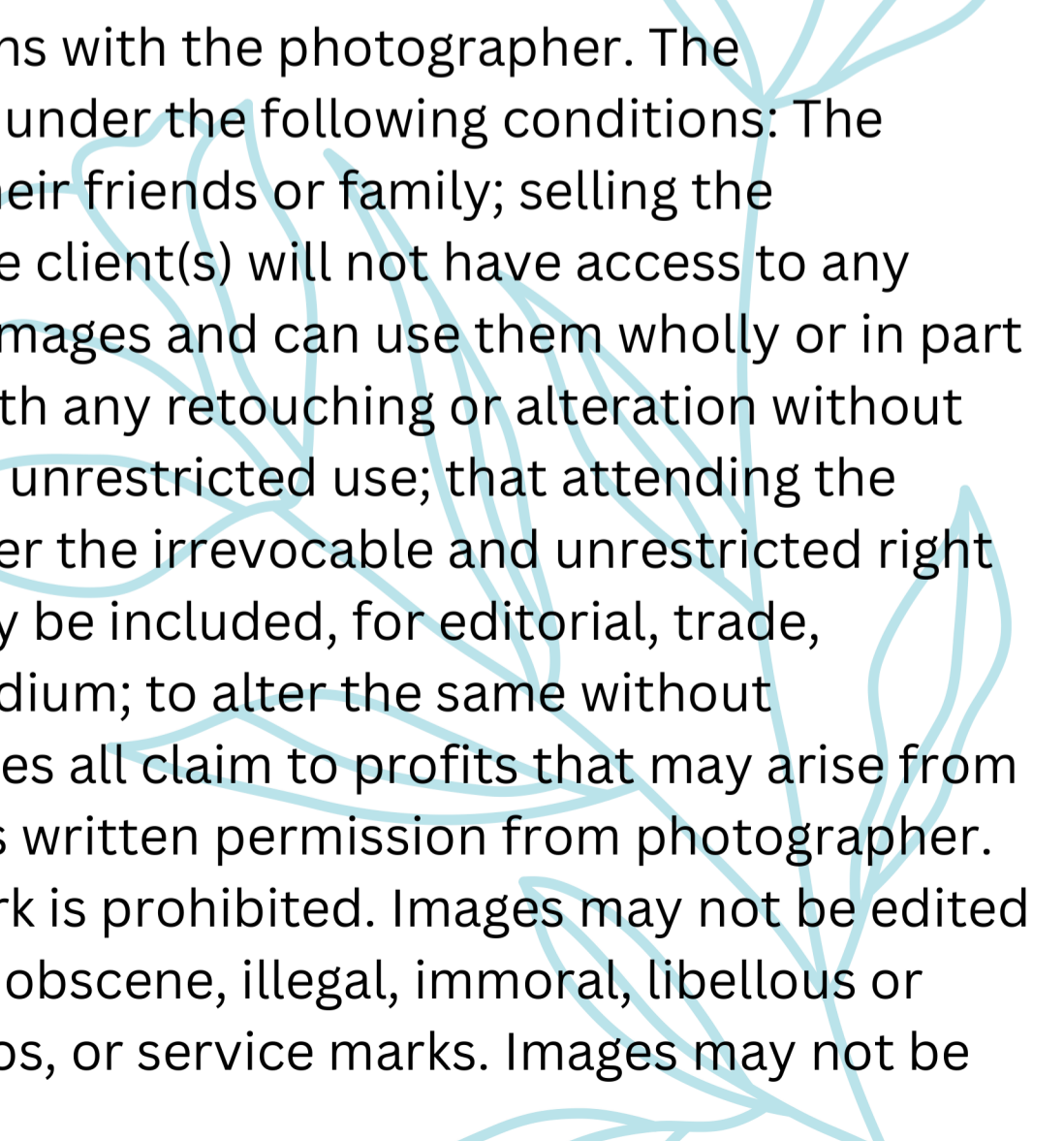
The client agrees to provide a safe and hospitable working environment for the photographer. The photographer reserves the right to leave the venue with immediate effect should they experience any of the following (including but not limited to) bullying, verbal harassment, unwanted physical harassment, aggression, verbal or physical violence etc.

## Display & Copyright

The copyright Designs and Patents Acts assign the copyright of the images to the photographer. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing.

The client(s) hereby allow(s) the photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising online and in physical print, and other such material, providing that the images used are used lawfully and without damage to the client(s). This list is not exhaustive.

COPYRIGHT LAW: English Copyright Law declares that the copyright remains with the photographer. The photographer grants the client(s) permission to make copies of the images under the following conditions: The images taken by the photographer are for personal use by the client and their friends or family; selling the photographs is not allowed without permission from the photographer. The client(s) will not have access to any unedited raw image files. The Photographer has unrestricted use of these images and can use them wholly or in part in any publication (commercial or otherwise), portfolio or public display with any retouching or alteration without restriction. At events, it is the client's responsibility to notify guests of this unrestricted use; that attending the event acts as a model release. The client(s) hereby assigns the photographer the irrevocable and unrestricted right to use and publish photographs of the client(s) or in which the client(s) may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The client releases all claim to profits that may arise from use of images. Buyer may not resell, relicense, redistribute without express written permission from photographer. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Images may not be edited or have filters applied to them. Images may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Images may not be incorporated into trademarks, logos, or service marks. Images may not be made available for download.



## **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. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

## **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. Retouching, digital manipulation and artist finishing is also included.

## **Delivery**

The photographer will endeavour to deliver the full digital gallery within 8 weeks from the wedding date. In some circumstances (such as due to bereavements, illness, injury, holidays, Christmas and other religious holidays etc) this may be extended, the details of which you will be notified on the earliest possible working day.

## **Licence**

The Photographer/s 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 and the fact it is a "live" event it may not be possible to capture all the images requested.

## **The Ceremony**

The client understands that the photographer must follow all rules given to them by the person/s facilitating the wedding and are not held liable for failure to deliver should the photographer be told that they are not allowed to take photos during the ceremony or be stationed in one spot. It is the client's responsibility to understand the rules ahead of time.

## **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 Photographer being unable to attend your wedding, as much notice as is possible would be given and we reserve the right to appoint an associate to attend your wedding on our behalf to undertake the wedding photography to his/her best ability. And if this is impossible we will do all we can to a sensible amount to help you source another photographer i.e. by providing a list of other professional photographers in the area. The client agrees any associate appointed by the photographer will be a suitable option. All photos thereafter will be edited and delivered by the photographer. If an associate cannot be appointed, a full refund will be issued.

## **Limitation of Liability**

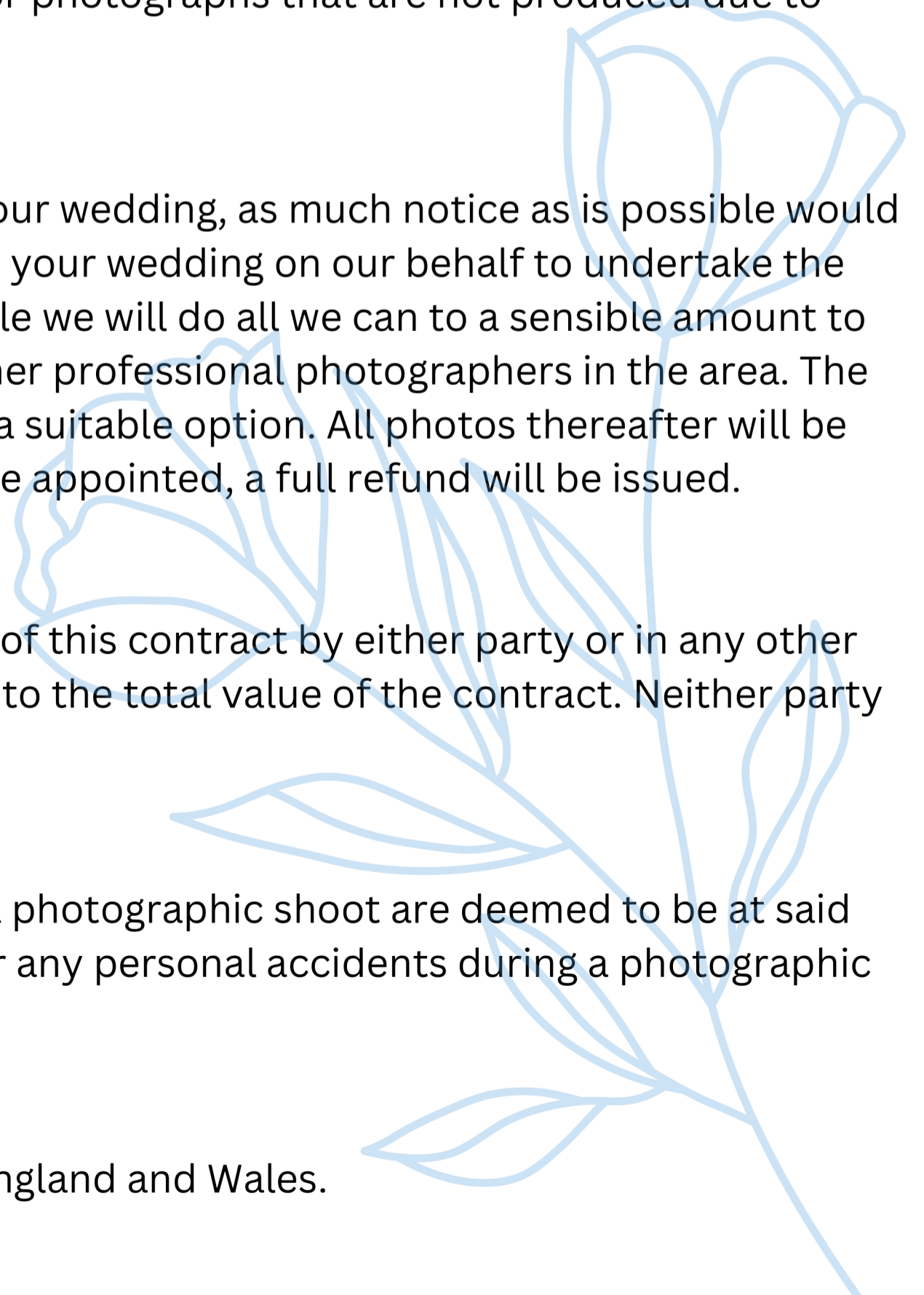
In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

## **Personal Accident**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons 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 England and Wales.



## Agreement

I have read and agree to the terms and conditions outlined in the above contract. By signing and providing my contact details I agree to be contacted with regards to my booking and any relevant offers and updates.

Client Names:

Client Signatures:

Date:

Photographer Name: Alexandra Jayne Hackett

Photographer Signature: 

