



If there is anything in the following contract that you wish to clarify or have questions about, please contact Lee on 01444 455354 or 07956 699624

Agreement For Wedding Photography services between Lee Shaughnessy (Mid Sussex Photography) and...

Contact Details

Bride: Phone:
Address: Email:

Groom: Phone:
Address: Email:

Chief Bridesmaids name:
Best Mans name:

Brides Mothers name:
Brides Fathers name:

Grooms Mothers name:
Grooms Fathers name:

Other important names for reference:

Wedding Date and Times

Wedding ceremony date & time:

Ceremony location address:
Phone:

Any known photographic restrictions and other information:

Wedding Photography 'Hourly Rate' Package - £120.00 per hour*

The Wedding Photography 'Hourly Rate' Package comprises of Wedding photography coverage by Lee Shaughnessy and if considered necessary and at his discretion one additional assistant/photographer, planning meetings, high resolution digital image files on DVD, and permission to reprint and enlarge images for the clients personal use and distribution amongst family and friends only.

*A minimum of two hours must be booked. Hours are consecutive.

VAT is not chargeable and the hourly rate is fully inclusive.

Additional Items and Services:

Travel Charge: **Included** Agreement Total: **£** (**' ' hours @ £120.00**)

Deposit Due: **£120.00** Date Paid:

Balance Due: **£** Date Due:

Terms and Conditions for Wedding Photography

1. Entire Agreement: This agreement constitutes an order for wedding photography, and items and services as specified under 'Wedding Photography Package'. Mid Sussex Photography agrees to provide photography services at the times and requested locations specified under "Wedding Date and Times". There are no verbal or other agreements of the Parties hitherto, and this Agreement constitutes full and complete understanding and agreement between the Client and Mid Sussex Photography.

2. Reservation/Booking: A £120.00 non-refundable deposit, along with a signed copy of this agreement is required to reserve a Wedding Date. It is a policy of Mid Sussex Photography to only ever commit to providing Wedding Photography coverage for one couple on any specified date.

Any remaining balance due must be paid no later than two weeks before the wedding date. If the Client's total balance due is not received by two weeks before the Wedding Date, Mid Sussex Photography will:

- a) Be entitled to decline to photograph the wedding.
- b) Be entitled to keep the deposit.
- c) Be released and held harmless from all other obligations in this agreement.

3. Cancellation: In the event the Client must cancel the contracted services for photography on this Agreement, Mid Sussex Photography agrees to refund all money paid for services yet to be performed, excluding any deposit amount which is agreed to be non-refundable.

4. 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.

5. Event Guide: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs may be desired. Mid Sussex Photography will NOT be held accountable for not photographing desired people/objects if there is no one to assist in identifying or gathering people/objects for the photograph(s). Owing to the fluid nature of such events photographs of specific people/objects cannot be unconditionally guaranteed and will be provided on a best endeavours basis only. Mid Sussex Photography will not be held accountable for missed images due to details not revealed to the photographer. Shot lists are not a guarantee.

6. Co-operation: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. Mid Sussex 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 Mid Sussex Photography. Mid Sussex Photography recommends that THE CLIENT designate an "event guide" to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

7. Time/Schedule: Mid Sussex Photography and THE CLIENT accept that timings are prone to slip at Weddings and other such events and therefore agree that should the ceremony start late due to any reason whatsoever, Mid Sussex Photography will not be held liable for any photographs not taken.

8. Venue Rules & Environmental Restrictions: 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; Mid Sussex Photography will offer technical recommendations only. The Client understands that there are technical limitations to photographing in low light and without enough space. The Client therefore agrees to accept the results of their imposition on the photographer in environments that suffer such limitations.

9. Digital Negatives, Prints and Copyrights: The photographs, digital negatives and prints produced by Mid Sussex Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Mid Sussex Photography's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images will be transferred to THE CLIENT under the following conditions:

· The digital negatives are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.

· THE CLIENT must obtain written permission from, and compensate Mid Sussex Photography prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

10. Unedited Images: Mid Sussex Photography will select the final set of edited, high-resolution digital files (the digital equivalent of negatives) to be supplied to THE CLIENT. The RAW, unedited files are not available for viewing and/or inclusion in the final set of images, this includes those images that do not make the final set. The images selected for editing and inclusion in the final set reflect Mid Sussex Photography's very high standards and are the only images retained in the studio archives.

11. Model Release: THE CLIENT hereby assigns and grants Mid Sussex 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 Mid Sussex Photography and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that Mid Sussex Photography may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as organised exhibitions, photography books, photography instructional books, studio display, television advertising, magazine advertising and any other purpose deemed proper by Mid Sussex Photography.

12. Exclusivity/Guest Photography: It is understood that Mid Sussex Photography are the official photographer/s and all others taking photographs, whilst very welcome to do so, will need to be respectful of professional needs in terms of space to work in and access to subjects to ensure the best possible results for THE CLIENT. THE CLIENT is hereby advised that flashes from other photographers equipment along with other photographers efforts to gain the subjects attention can negatively impact the official photographs being taken.

13. Guest Cooperation and behaviour: THE CLIENT is responsible for the conduct of their guests. It is understood that reasonable cooperation, communication, and punctuality are essential for the best possible results. Mid Sussex Photography is not responsible for failure to take desired photographs if the subjects of the photos are late, fail to appear, or do not cooperate. It is understood that verbally/physically abusive behaviour by clients or their guests could result in the immediate departure of the photographer. It is also understood that if such a departure becomes necessary that no refund will be made.

14. Limit of Liability: In the unlikely event Mid Sussex Photography cannot perform this Agreement in whole or in part due to illness, injury or other casualty, acts of God, or nature, or other cause beyond the control of the parties, Mid Sussex Photography agrees to make every reasonable effort to ensure the availability of 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, Mid Sussex Photography's liability is limited to the return of all payments received under this agreement.

In the unlikely event of camera or other equipment malfunction or damage, resulting in the loss of any/all images acquired, without fault on the part of the photographer, Mid Sussex Photography's liability is limited to the return of all payments received under this agreement. Backup cameras and equipment are a standard part of the photographic hardware itinerary carried to each event to mitigate the risk.

The limit of liability shall not exceed the contract price stated herein.

15. Non-Guarantee: Although every possible care will be taken to produce photographs of all important and special events during the wedding, Mid Sussex Photography cannot place an unconditional guarantee on the above. Mid Sussex 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 Mid Sussex Photography's control.

16. Performance: The performance of this contract on behalf of Mid Sussex 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.

17. 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.

18. 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 Mid Sussex Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

I have read and understood the terms above. I hereby agree to the terms of this agreement.
This copy to be **returned** to **Mid Sussex Photography**, 24 Sergison Road, Haywards Heath,
West Sussex, RH16 1HX.

Signed _____ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed _____ (on behalf of **Mid Sussex Photography**)

Date _____