

# Wedding Photography Contract

1. This agreement constitutes an order for wedding portraiture services, including the taking of wedding pictures as agreed to by both parties, the Hoggett Creative (Photographer) and Contracting Party (Couple). Unless otherwise specified it is understood that any and all rights to proofs, final or sample prints, shall remain the property of the Photographer and may be used for advertising, display or any other purposes thought proper by the Photographer.
2. If Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty act of God, nature or terrorism, or other cause beyond the control of the parties or due to Photographer's illness or injury, then Photographer will return all fees to the Couple but shall have no further liability with respect to this Agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits Photographer's liability to the amount paid under this contract.
3. It is understood and agreed that no other photographer will be allowed to photograph or take photos at the wedding while the Photographer is working.
4. Dead Weddings - It is the couple's responsibility to order their wedding album or other products within 1 calendar year of their wedding. Where over 1 calendar year has passed between the couples wedding date and ordering the final product, an additional admin fee, will be payable to cover storage and data management, plus the increase in product prices upon ordering. After 1 year the photographer cannot guarantee that the images will still be available. As the majority of the work involved is in preparing the images rather ordering them, no refund will be given. After 3 years, if the couple have still not ordered their final products and the images are still available, the photographer may levy an additional surcharge to cover increased costs and his new pricing structure entirely at photographers own discretion.
5. Force Majeure or Act of God - The due performance of this contract is subject to alteration or cancellation by the Photographer owing to any cause beyond our control. In the unlikely event of total or part photographic failure, injury or sickness beyond the Photographer's control, the photographer's liability shall be limited to a full refund of all monies paid.
6. Cancellation - If the Photographer has to cancel this contract for reasons beyond their control, for example including but not limited to death, injury or sickness, the Photographer's liability shall be limited to a full refund of all monies paid. The client may cancel this contract at any time, subject to the following charges.
  1. **Cancellation with 6 calendar months or more notice** – booking fee only.
  2. **Cancellation with 3 to 6 calendar months notice** – 50% of the overall package price.
  3. **Cancellation with less than 3 calendar months** – 75% of the overall package price.

**NOTE:** The photographer recommends that wedding insurance be taken out which will cover all suppliers fee's should the wedding be cancelled.

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7. Limitation of Liability and Disclaimer - The Photographer agrees that every effort will be made to provide high quality photographic services. In the unlikely event that a catastrophic mechanical failure should occur to the Photographer's equipment or that the Photographer is unable to provide the couple with the agreed upon photography services and/or products, or if the quality of the services and/or products is deemed to be substandard by the couple, the Photographer and the couple agree that the Photographer is not responsible for any other consequential damages, emotional or otherwise and that the Photographer's liability shall be limited to a full refund of all monies paid.

The Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits the Photographer's liability to the refund of all monies paid under our contract. Neither party shall be liable for indirect or consequential loss.

8. The Data Protection Act (1998) - The photographer will be publishing the images including names, on the World Wide Web facility unless the individual concerned specifically requests that these be withheld. The Photographer may publish the photographs to promote Hoggett Creative, unless the individual concerned specifically requests that these be withheld. You are at liberty to request removal of your images at any time, the photographer will do everything in their power to carry out your request. No other personal information will be divulged.

9. On signing of this agreement by both parties hereto, the Photographer will reserve the time agreed upon and will not make another reservation for the specific time frame. For this reason, all deposits are non-refundable even if the date is changed or if the wedding becomes cancelled for any reason.

10. The service fee is ..... A deposit of ..... is due at this agreement, full payment must be received at least 14 days before the wedding date. No photography will take place and no rights are granted until payment is made and cleared funds received in full. Late payment fees may apply. The fee is non-refundable in case of cancellation or date change by Couple.

I/We, the undersigned Contracting Party, hereby warrant that I am/We are competent to contract in our own name(s). I/We confirm that I/We have read the agreement above, prior to it's execution, and are fully familiar with the contents of the agreement. This agreement shall be binding upon us and our heirs, legal representatives and assigns, and we certify that we have received a complete copy of the Agreement with all blank lines completed.

Signature of Hoggett Creative \_\_\_\_\_ Dated \_\_\_\_\_

Signature of the Client(s) \_\_\_\_\_ Dated \_\_\_\_\_

# Important Information

**Wedding Rehearsal:** Date \_\_\_\_\_ Time \_\_\_\_\_ Place \_\_\_\_\_

**Wedding Day:** Date \_\_\_\_\_ Time \_\_\_\_\_ Place \_\_\_\_\_

**Minister/Registrar** \_\_\_\_\_ **Contact number** \_\_\_\_\_

**Reception Manager** \_\_\_\_\_ **Contact number** \_\_\_\_\_

**Reception Address** \_\_\_\_\_

**Bride's Name** \_\_\_\_\_ **Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Groom's Name** \_\_\_\_\_ **Address** \_\_\_\_\_

**Contact Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Bride & Grooms contact details after wedding** \_\_\_\_\_

**Wedding Theme, attire or other notes, such as colour, formal / informal, casual etc...**

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The Couple agree that they are responsible for providing all of the correct details regarding the date, time and each address the Photographer should attend.

# Wedding Package

## *The Hoggett Creative package includes:*

- Meeting before the wedding to discuss requirements.
- Attending the Rehearsal
- The Bride getting ready and possibly the groom too if time and distance permits.
- All formal and in-service photos as agreed with the Minister/Registrar.
- Informal pictures if agreed.
- Table layouts, cake etc., and pre-cutting of the cake.
- Formal shots at the reception.

## *Extras in addition to package*

- Pre-wedding portrait - extra cost of £50 (1x 10x8 print included)
- Second Photographer - extra cost of £250

We would respectfully ask that you inform us of any cultural or faith aspects which need to be considered.

We will supply a proof book to be kept by the Client in order to select copies for the album and to allow family and friends to place orders. Or we can supply a sample CD of the wedding photos on a watermarked low profile CD, which will contain all the photographs. The Client will then using the provided form, compile a list of all photos selected giving options of colour, black and white or sepia requirements, and sizes. Family and friends may also order at the same time if wished, full payment is required with orders. Cheques are to be made payable to Hoggett creative. All ordered photographs will be delivered direct to Bride and Groom unless other wise stated. Additional delivery charges will apply.