

Taylor Made Photography is a member of the
Master Photographers Association



member of the
MASTER PHOTOGRAPHERS ASSOCIATION

Jubilee House, 1 Chancery Lane, Darlington,
Co. Durham DL1 5QP
Telephone: 01325-356555 (3 lines)
Email: mpa@mpauk.com www.thempa.com

CONTRACT FOR WEDDING PHOTOGRAPHY

By this contract between Taylor Made Photography (hereinafter called 'The Photographer') and _____ (hereinafter called 'The Client') it is mutually agreed that The Photographer/s shall provide services and/or goods as specified and that The Client shall pay The Photographer/s the amounts due for the said service and/or goods on the due date set out below.

PHOTOGRAPHERS SCHEDULE ATTACHED

Wedding Ceremony to be held on _____ (day) _____ (month) _____ (year) Time _____ Venue _____

Terms and Conditions of Wedding Contract

It is agreed that this contract will govern the terms and conditions on which The Photographer/s will take images of The Client's wedding (details of which are attached) and it is agreed for the sake of certainty that this contract together with any written representations made by The Photographer/s set out the total contract between the parties. No variation or modification of this contract shall be effective unless agreed by both parties in writing. However, this shall not limit The Client's right to take action against The Photographer/s for false or deliberately misleading statements made verbally by The Photographer/s prior to signing this contract.

1. Booking Fee A booking fee of £100 ('The Booking Fee') is charged when The Client signs this contract. The Booking Fee is non-refundable save where The Client lawfully terminates the contract or where The Photographer/s manage to secure an alternative booking to fill the date vacated by The Client. The Booking Fee is deducted (in full) from the total price as calculated by totalling the fee due and album figures as detailed in the Schedule ('The Price').

2. Payment Following payment of The Booking Fee the remaining balance is due to be paid on or before ____/____/____. Payment for additional images is to be made when they are ordered for the prices stated upon order. Additional images are not included in The Price.

3. Display The Client hereby allows The Photographer/s to display an image/s taken pursuant to this contract in their studios, portfolios, literature, wedding exhibitions and advertising. No use of the image/s will be made by The Photographer/s for any other commercial reason except with written permission of The Client. For the avoidance of doubt, all copyright in the images is owned absolutely by The Photographer/s within the provision of the Copyright, Designs and Patents Act 1988. It is contrary to this act to copy or allow to be copied photographically, electronically or by any other means any image created as part of this contract without the express permission of The Photographer/s.

4. Images All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but The Client accepts and agrees the Photographer/s cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially in man-made fibres and that it is sometimes impossible to record photographically the exact colour seen by the human eye.

5. Retouching Retouching, digital manipulation and artiste finishing is available to The Client as an optional extra for an additional price to be agreed.

6. Reorders All reorders shall be treated as an extension of this contract and will be charged for at The Photographer/s prices prevailing at the time of reorder. No responsibility for error will be accepted unless orders are given in writing.

7. Licence 7.1 The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. Due to the vagaries of weather and the willingness of the subject/s it may not be possible to capture all of the images requested by The Client. **7.2** No less than 14 working days prior to the date of the wedding The Client shall supply a written list to The Photographer/s setting out the number of images the Client requires under this contract clearly identifying those people who should appear on the images with a brief description of the setting and background ('The Specification'). **7.3** The Photographer/s shall use all reasonable endeavours to take only those images specified by The Client pursuant to The Specification. **7.4** Notwithstanding the provision of clauses 7.1, 7.2 and 7.3, if, for any reason, The Photographer/s reasonably deem it unreasonable in the circumstances to take the images which have been requested in The Specification then The Photographer/s shall exercise their discretion and take such images as they consider appropriate in the circumstances. **7.5** If, in the reasonable opinion of The Photographer/s, The Client does not provide a written list of sufficient detail to enable The Photographer/s to comply with The Specification (or if The Client does not provide such a list at all), within the timescale detailed at 7.2 then The Photographer/s may exercise their discretion and take such images as are agreed with The Client.

8. Matters Beyond the Parties' Control The due performance or alteration of this contract is subject to alteration or cancellation by either party owing to any cause beyond their reasonable control.

9. Limitation of Liability Neither party shall be held liable to the other for any losses that the other suffers as a result of breach of contract unless those losses are a foreseeable consequence of the breach. The Photographer/s cannot be held liable under this contract where the client is unhappy with the composition of any photographs where The Photographer/s have complied with his obligations under clause 7.

10. Cancellation 10.1 The Client may cancel this contract at any time after it has been signed by sending written notice to The Photographer/s. **10.2** If The Client notifies The Photographer/s more than 120 days before the date that the wedding is due to take place then The Photographer/s shall reimburse The Client the whole of the price as is more particularly detailed in clause 10.3. **10.3** If The Client notifies The Photographer/s that they wish to cancel the contract at any time within three months of the date of the wedding then the amount of the price that The Photographer/s shall be entitled to shall be calculated in accordance with the table below (detailing the amount the Photographer/s is entitled to). **0 - 7 days 100%, 8 - 14 days 95%, 15 - 30 days 90%, 31 - 60 days 80%, 61 - 120 days 50%, more than 120 days 0%** In the event of cancellation of this contract The Booking Fee paid is non-refundable.

11 Digital Files/Negatives Negatives and Digital Files remain the property of The Photographer/s

12 Prices All prices fully include V.A.T (if applicable)

13 Complaints 13.1 The Client shall notify The Photographer/s in writing within 21 days of receipt of the final form images if they have a complaint regarding an issue which would be obvious within that 21 days period or otherwise, as soon as possible after the issue giving rise to the complaint has become apparent setting out the nature of the complaint in sufficient detail to make it clear to The Photographer/s the nature and reason of the complaint. **13.2** If, upon expiry of the 21 days period referred to in clause 13.1, The Photographer/s have not received a complaint then any complaint made after that date shall be sent directly to the Master Photographers Association who shall, at their sole discretion, determine whether or not the complaint should be registered within the Association Complaints Procedures. **13.3** If instructed by both parties to this contract the Master Photographers Association shall act as mediator in relation to resolution of any dispute arising under this contract and its decision in relation to such dispute shall be final but not binding. For the avoidance of doubt, The Client is advised that mediation is only one option of dispute resolution available to The Client and they are free to pursue others if they wish.

By signing this contract you are entering into a legally binding contract and you are urged to read the terms and conditions carefully.

Signed on behalf of Bride & Groom	Print name:	Date:
Signed by Bride or Groom	Print name:	Date:
Witnessed by:	Print name:	Date:
Signed by Photographer	Print name:	Date: