

**Please print and return this booking form with your £150 non returnable deposit to secure your date. Address at the end of the document.**

Date of Wedding:

Bride's Name:

Groom's Name:

Contact Address:

Contact telephone No: land line please

Bride's Mobile No:

Groom's Mobile No:

Contact Email Address:

Bride's location before departing for ceremony:

Groom's location before departing for ceremony:

Time and location of Ceremony:

Location of Reception:

Approx. No. of Guests:

#### **Terms and Conditions**

In the following conditions of contract "the photographer(s)" shall mean Lorraine Griffiths as Bowness Wedding Photography or, subject to condition 7 below, any photographers appointed by Lorraine Griffiths.

"The Client(s)" shall be those whose name appears on the contract. If the client(s) arrange for a third party (e.g. parents) to meet the costs of this contract the contract remains with the client(s). The due performance of the contract is subject to the conditions below. These cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer(s) in writing.

1. Copyright: The Copyright Designs and Patents Acts assign the copyright of the images to the photographer(s). The first copyright will remain with Lorraine Griffiths but a CD(s)/Dvd(s) of images will be given to the Client(s) for their own personal use. The Client(s) are able to copy and print from this Cd(s)/ Dvd(s) however they are not allowed to sell these images or use for any form of advertising. .

2. Display: 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, brochures, magazine articles, websites and other such material, providing that the images used are used lawfully and without damage to the client(s). This includes images of guests and their children at the wedding. Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it is impossible to prevent determined skilled persons from accessing these galleries

### 3. License, Coverage and Reproduction:

- a) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The photographer(s) judgment regarding the location, poses and number of photographs taken shall be deemed correct.
- b) Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements.
- c) The photographer(s) shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out.
- d) Sometimes certain venues or people , e.g. the person in charge of the ceremony, restrict the photographer(s) movements and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting is often restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Client(s) sign this contract with this understanding.
- e) The photographer(s) shall endeavour to capture moments as they occur . However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons.
- f) Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer(s) and in some circumstances (such as the change of ceremony date for a wedding) the photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever.
- g) Due to a variety of lighting conditions and the limitations of professional film and digital sensors, some colours may alter throughout a set of photographs. Ever endeavour will be made but please note that certain colours do not reproduce exactly on photographic film or paper.
- h) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- i) Due to the limitations of computer monitors it is understood that (1) images appear differently according to the specification of each monitor (2) prints will not match images rendered on any particular computer monitor.
- j) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s).
- k) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- l) Images are made available for use with a personal computer the default operating system shall be Windows XP home edition. Products may not function on other or earlier operating systems.
- m) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

### 4. Prices:

- a) All photographic services **specified on the Booking Form and paid for in full before the wedding** are supplied at the prices ruling on the date of signing of the contract. Optional extras e.g. albums are not paid for in full before the wedding are supplied at the prices ruling at the time of receipt of the order.

### 5. Payments:

- a) A non-refundable retainer of: £150 (paid by cash, cheque, or online bank transfer) along with a completed contract will confirm your booking. The retainer forms part of the total cost of your Plan (i.e. it is NOT in addition to the cost of the plan) and is deducted when calculating the final balance due. The retainer is refundable during your statutory 16 day "cooling off" period.

Payment for the balance is due in full NO LATER THAN FOUR WEEKS prior to the contracted date and amounts to an additional:

£..... X

You MUST allow sufficient time for cheque clearance. Non receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s)

b) All additional goods must be paid for in full on ordering. This includes extra prints, any other services ordered after the event. Story Book albums require a non returnable £250 deposit.

c) Title to all goods remains with Lorraine Griffiths/Bowness Wedding Photography until paid for in full by the client(s).

6. Complaints: any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames and any other special services that have been agreed.

7. Force Majeure:

a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g sudden illness/injury/victim of crime).

b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 7a). However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although reshoots may be arranged if practicable) – the photographer(s) will not be responsible for costs in order to stage reshoots.

The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

8. Liability for Digital Files and Products:

a) The digital files and (any negatives if used) shall remain the property of the photographer(s) and shall be kept by them for not less than 24 months from the wedding date at one site.

b) Should negatives and digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a pro-rata refund of fees paid, but shall not include a refund for any goods already supplied. No refund will be due for any negatives or digital files lost, damaged, or destroyed after 24 months from the date of the wedding.

c) All orders should be placed with the photographer(s) before the end of a 12 month period starting at the wedding date unless otherwise agreed in writing. The photographer(s) will not be liable for failure to produce any orders placed after this time.

d) Any prepaid product credits (e.g. for albums and prints) not utilised by the clients within 24 months of the date of the wedding will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer(s) and forwarded by standard Royal Mail to the last known address of the clients.

9. Cancellation Fees: If The Client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

a) Cancellation within two weeks of booking and more than three months to go until the wedding date, the non-refundable retainer – see clause 5a above.

b) Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked, but no charge for any optional extras (unless you were advised otherwise at the time of booking).

c) Where the photographer(s) are able to rebook the date with an equivalent booking, then the cancellation fee will be reduced to the non-refundable retainer only and any additional cancellation fees already paid will be refunded accordingly.

10. Placing an Order and Receipt of Goods:

a) Any alterations to orders must be notified either by phone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the order being placed. The photographer(s) will not be held liable for any costs incurred due to alterations to the order

made by the client after this time. Email is not a reliable method of notification due to the unpredictable operation of message scanners. You MUST request and receive a confirmation by email if you choose to use this method.

b) Print order and album orders may take up to eight weeks to complete and may be subject to further input from the client(s) who may cause further delays.

c) The photographer(s) must be notified either by telephone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.

d) Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Privacy: Lorraine Griffiths / Bowness Wedding Photography may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

12. Governing Law: Any contract made between the photographer(s) and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

13. Insurance: The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

14. On the day:

a) There is a danger that guests can unwittingly spoil shots. This can be as simple as trying to repeat shots taken by the "official" photographer, or distracting the subjects so that eyes are not looking at the camera, or taking an inordinate amount of time to take shots, or "spotting" the bride's face with red focus assist lights, or floating into view on formal set piece shots, or compromising the ambience of scenes by the inappropriate use of flash photography. We will speak with the guest or bride or groom or coordinator if appropriate. We do try to give other's limited opportunities to take their own photos but in some circumstances our coverage may be compromised. An inconsiderate guest can spoil the record of your special day.

b) The activity of another professional photographer or videographer or enthusiastic hobbyist can endanger the quality of the final product. For example still and video lights are not a good mix. Please notify us beforehand – with contact details – so that we can liaise the other parties and plan the shooting accordingly.

I have read and understood the above and agree to abide by the terms of agreement set out. I understand that the terms of this agreement cannot be changed unless agreed by Bowness Wedding Photography in writing. I realise that this contract becomes effective immediately and agree my retainer is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights are not affected). I understand if this contract is posted this does not mean it will be received and it is up to the client(s) to ensure Lorraine Griffiths confirms the booking.

Bride Print Name and Sign here:

Groom Print Name and Sign here:

Date:

Cheques should be made payable to "Bowness Wedding Photography".

You should read this contract together with the terms of the service you have ordered. As with any contract you should consider taking independent legal advice.  
Please then sign this contract and return it with your retainer to:

Bowness Wedding Photography,  
3 North Terrace,  
Bowness on Windermere,  
Cumbria  
LA23 3AU.

You will receive a copy of it for your records.