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Wedding Booking Form – PLEASE COMPLETE IN BLOCK CAPITALS

Date of Service: _____ Time: _____ am/pm

Coverage: _____ Religion: _____

Bride : _____ Tel: _____

Address: _____

Postcode: _____

Mobile: _____ Email: _____

Groom: _____ Tel: _____

Address: _____

Postcode: _____

Mobile: _____ Email: _____

Church/Venue (please supply full address) _____

Permission for photographs inside church: YES / NO

Reception (please supply full address): _____

Time of meal _____ No. Of Guests _____

Office Use Only:

Coverage: _____ Price: _____

Balance Due: _____ (less booking fee) Balance Due Date: ___/___/___ Date Paid: ___/___/___

Booking Fee: £ _____ Price List Applicable: _____

Terms and Conditions

In the following Terms and Conditions “the Photographer(s)” shall mean “Paul Clark” trading as “Paul Clark Photography” or any photographers appointed by them due to illness or inability to attend your ceremony as per section 7. “The Client(s)” shall be those whose name appears on the contract. If the Client(s) arrange for a third party to meet the costs of this contract the contract and ultimate responsibility for payment 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. Payments:

- a) **A non-refundable booking retainer of £** (paid by cash, cheque, or credit card) along with a completed booking form and contract will confirm your booking. The booking fee forms part of the total cost of your package (i.e. it is NOT in addition to the cost of the package) and is deducted when calculating the final balance due.
 - b) Payment for the photographic coverage is due in full **NO LATER THAN** **WEEKS** prior to the contracted date. 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).
- c) **All additional goods must be paid for in full on ordering.** This includes extra prints, albums, special editing and rendering of images, high-resolution digital files, high-resolution long-term galleries, and any other services ordered after the event.
 - d) Title to all goods remains with the Photographer(s) until paid for in full by the client(s).

2. Copyright: The Copyright Designs and Patents Acts assign the copyright of the images to the Photographer(s). It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, by computer, or Internet or otherwise, by any person or machine other than by the Photographer(s) or their appointed agents unless agreed in advance with the Photographer(s).

3. The Client(s) 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). 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.

4. 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 final.
- 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) For a booking involving a church ceremony or at certain venues, the Photographer(s) movements are sometimes restricted by the minister or official in charge. The area from which the Photographer(s) are able to cover the ceremony may not be the Photographer(s) choice and the Photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited.
- e) For a wedding or other event booking the Photographer(s) shall endeavour to capture all the moments throughout the day 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) 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. 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) 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.
- j) The Photographer(s) shall not be deemed liable if they miss any part of the wedding due to reported traffic delays beyond their control.

5. Prices:

- a) All photographic services undertaken on the ceremony date are supplied at the prices ruling on the date of signing of the contract. All reprint orders, if placed after six months of the ceremony date, are supplied at the prices ruling at the time of receipt of the order.
- b) The Client(s) will be liable to pay any additional expenses incurred by the Photographer(s) not already included within the contract price. This includes for example access fees charged by some venues, and dispatch of prints, disks, albums, and other products to non-UK addresses.
- c) If an album is to be delivered by post then a fee of £15 will be charged to cover post, packaging and insurance.
- d) In packages stating that the Photographer(s) shall stay until the 1st dance, this is up to and including 21:00 (9pm). Should the 1st dance commence later than this time then we will endeavour to accommodate your needs.

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) will make every reasonable effort to locate another available photographer on your behalf 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 suitable replacement photographer at short notice. The transfer to an alternative photographer will end this contract and a full refund of any deposits and fees paid will be made. Paul Clark Photography will not be held responsible for any shortcomings or failures in services supplied by third-parties. Any suggestions for available photographers is not in any way a recommendation. Additional fees may be required by alternative photographers, payable by you. We will endeavour to locate alternative photographers with similar charges.
- c) In the event of cancellation by the Photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practical) – the Photographer(s) will not be responsible for costs in order to stage re-shoots. The Photographer(s) liability shall be limited to a full refund of any deposits and fees paid. **We fully recommend that you take out wedding insurance.**

8. Negatives and Digital Files:

- a) The negatives and digital files shall remain the property of the Photographer(s) and shall be kept for not less than 12 months from the ceremony 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 12 months from the date of the ceremony.
- c) All orders should be placed with the Photographer(s) before the end of a 6-month period starting at the ceremony date. The Photographer(s) will not be liable for failure to produce any orders placed after this time. If your package includes an album and we have not received final details of the photographs to be included within 6 months of the wedding date then we reserve the right to pass on any increase in the material costs to you.

9. Cancellation Fees: If The Client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation. All cancellations must be sent to the Photographer(s) in writing and using Royal Mail Special delivery.

- a) Cancellation with less than 6 weeks to go until the wedding date, full price for the complete photographic package booked but no charge for any optional extras.
- b) If the Client(s) cancel more than 6 weeks before their contracted wedding date then the no additional fees shall be payable.
- 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(s) after this time.
- b) The main album may take up to eight weeks to complete once you have signed off the album design. Allow 28 days for delivery of other orders. Where you choose to design your album through the Photographer(s) you will be notified of the estimated completion date on a case-by-case basis.
- 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 unique nature of the product the Photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Privacy: The Photographer(s) may store your data on a private internal database. This data will not be made available to outside companies or individuals except for the purpose of order fulfilment. 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 the exclusive jurisdiction of the English courts.

13. 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. The Photographer(s) will speak with the guest or bride or groom or coordinator if appropriate. An inconsiderate guest can wreck the record of your special day.

b) The Photographer(s) shall be the only professional still photographer in attendance. This includes other vendors taking images of you for free or for sale (in particular videographers). If this situation arises then the Photographer(s) will cease work until such time at the 3rd party has stopped.

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 the Photographer(s) in writing. I realise that this contract becomes effective immediately and agree my booking fee is not refundable and cancellation rates will apply in the case of any cancellation by me (my statutory rights are not affected).

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

Cheques should be made payable to "Paul Clark"

To be signed on behalf of
Paul Clark Photography

Date:

**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 booking fee to:

Paul Clark Photography
30 Alicia Avenue. Garlinge MARGATE
Kent CT9 5JZ

You will receive a copy of it for your records.