

PHOTOGRAPHY CONTRACT BETWEEN *Simon Evans* AND *Client Name*

Name: Simon Evans, 27 Back Street ,Portesham, Dorset ,DT34EZ,Tel:-

The selected photography package is **Wedding Photography (Full day)** and the fee agreed is £Enter Amount including/Excluding Travel. The wedding date is ENTER DATE.

Governing Law

This agreement shall be governed in accordance with the laws of England and Wales.

SERVICES RESERVATION: A complete, signed contract (by both parties), as well as the minimum Booking Fee payment are required to reserve the date and time of the photographic Package.

ENTIRE AGREEMENT: This agreement contains the entire understanding between Simon Evans and (CLIENT Name) It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties. All Notations are to be made on the original Contract. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS: The copyright Designs and Patents Acts assign the copyright of the images to the photographer. Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing. The photographs, digital negatives or prints produced by Simon Evans are protected by Copyright Law (all rights reserved) and may ONLY be reproduced by CLIENT NAME for all non profit/non commercial purposes. CLIENT NAME, has limited copyright ownership of the resulting images will be transferred to CLIENT NAME under the following conditions:

- The negatives, Digital Images, Digital Files and/or slides are the property of CLIENT NAME
for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- CLIENT NAME must obtain written permission from, and compensate SIMON EVANS prior to an event where CLIENT NAME, CLIENT NAME'S friends or relatives publish or sell the photographs for profit. *Enforceable Item*

MODEL RELEASE: CLIENT NAME hereby assigns and grants Simon Evans and his legal representatives the irrevocable and unrestricted right to use and publish photographs of CLIENT NAME or which CLIENT NAME 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 CLIENT NAME hereby releases SIMON EVANS and his legal representatives and assigns from all claims and liability relating to said photographs. E.g promotion, photographic contests, public display such as in malls, photography books, photography instructional books, store fronts, window displays, studio display, television only upon the expressed written/verbal permission of CLIENT NAME who must be informed of each individual venture prior to publishing, excluding promotional work for Simon Evans's photography e.g blog or website. The CLIENT agrees that the client's guests, spouse, family members, and attendees of the event shall be made aware of the photography taking place at this event and that they may at any time become subjects of the photographs. It is the CLIENT's responsibility to inform attendees of this.

EXHIBITION: CLIENT grants PHOTOGRAPHER permission to display selected images resulting from this assignment as an example of PHOTOGRAPHER work and for entrance into photographic competitions, publications, or direct Printing and release all claims to profits, or direct profits that may arise from the use of images, additionally, CLIENT waves. It is the standard policy of PHOTOGRAPHER to never use such images in a negative manner, and should a specific image or the use of such an image be objectionable to the CLIENT, PHOTOGRAPHER Policy is to discontinue use of such an image as soon as is practical by the Copyright and Design Act 1988.

PROCESSING: Simon Evans will have full control over which (**Enter Amount or No**) Images are chosen for processing, and how they are processed. It is CLIENT NAME' responsibility to realise that SIMON EVANS will shoot and select photographs based on his personal preferences and viewpoint of the day. Should CLIENT NAME wish to receive a higher quantity of photographs focusing on certain aspects of the day e.g more guests/family over detail shots, this should be made clear to SIMON EVANS well prior to the day. SIMON EVANS does not bear responsibility for knowing the importance of particular guests. This must be made clear on the day by CLIENT NAME. Formal photographs are in place to make sure everyone is photographed as CLIENT NAME wishes. It is CLIENT NAME's responsibility to ensure co-operation at this time. SIMON EVANS will make appropriate announcements to complete all formal photographs within the allotted time. Should there be any un-cooperation from guests, SIMON EVANS cannot be held responsible.

No unprocessed Images may be obtained from Simon Evans, and any processing required additionally above the agreed amount of photographs provided must be paid for separately.

Image Processing/Printing:

Unless agreed upon prior to any editing work, high-resolution discs/USB/Prints and/or proof sets may contain a mixture of colour, black and white, and selective colour images. An alternately coloured version of a photo may be purchased at the current rate. Limited colour

correction and/or retouching are included at Photographer's discretion. Client may request further changes for an additional charge. Photographer is not responsible for any prints that are not ordered directly from Them. For best results, clients with the high-resolution files should order their prints through a reputable lab.

IMAGES:

All image sizes are nominal. The photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film / digitally the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Retouching

All images will be adjusted for exposure, brightness, contrast, sharpness, etc The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

Prints / Reorders

All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

CREATIVE LICENCE:

shall be granted creative and artistic license in relation to the choice of locations and poses used. The client understands and accepts that the photographic coverage will be as the photographer's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer/s will do their best to honour requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement due to changes of the weather and the availability and willingness of subjects.

EXCLUSIVITY:

The Photographer/s will be the sole professional (still) photographer at the venues specified. We do however positively encourage family, friends, and other guests to take photographs throughout the day.

NEGATIVES / DIGITAL FILES:

Negatives/digital files remain the property of the photographer/s. Should negatives or digital files be lost, damaged or destroyed for reasons beyond control The Photographer(s) liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

VIEWING:

Proof online album containing all images taken during the day will be available for the client to view within 8 weeks or Before after the wedding date.

PRIVACY:

Simon Evans Photography will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of Simon Evans Photography. Should you wish to have your details removed from my database, please advise Simon Evans Photography in writing.

COMPLAINTS / RECEIPT OF GOODS:

The Photographer(s) must be notified in writing (sent by special delivery or email) within two 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.

Weather and/or Delays:

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the photographer, in cooperation with the client, will make the necessary changes to the schedule and will do There best to produce coverage of the wedding within the time allocated to Them.

INSURANCE:

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

NUMBER OF IMAGES:

CLIENT NAME must choose a fixed image package number (see above). SIMON EVANS will photograph the day with this number of final images in mind. Should CLIENT NAME, upon receiving the final images, wish for more photographs, these must be paid for separately upon the package originally chosen. CLIENT NAME must understand that when choosing e.g 150 photographs, there may not be an additional 100 photographs meeting SIMON EVANS's standards, as SIMON EVANS would only have shot with 150 photographs in mind.

Display Of Images:

When using digital photography, the Photographer(s) will be under no obligation to display the images while the event is still underway/Unless Prior agreement was given & Is specified within this Contract.

(Display Of Images Add Contract here)SIMON EVANS has Agreed to visually Display part edited images where available on & during the Wedding day .No Liability is undertaken in terms of Liability to equipment hired from third Party Vendors or loaned to SIMON EVANS For the Purpose of Story telling through out the days events,Any

Equipment Damage Accidental or Malicious is at the **CLIENTS** Expense
.....**CLIENT NAME**

FINAL DELIVERY: Simon Evans will have ready for collection a CD/& or USB/& or Printed & or Books Albums with the high resolution files of all final images once the processing and payment is completed. Please be aware that this may be up to 2 months after the event depending on season.

STYLE SPECIFICS: It is up to the CLIENT to specify the overall desired style of shooting to be done and communicate this with -PHOTOGRAPHER-, it is agreed by both parties that the PHOTOGRAPHER shall attempt to emulate the agreed upon style.

PHOTOGRAPHER agrees to use his/her skills, experience, and abilities to achieve a satisfactory result for the CLIENT. There is no guarantee that the final results will be exactly in line with the CLIENTS vision, and the CLIENT recognises the photography is an art form both subjective and variable. It is recognised by both parties that, good communication will help facilitate this, and setting aside time at the ceremony/reception for posed/group shots will facilitate a well rounded final product. The CLIENT understands that it is their responsibility to allow and schedule sufficient time for successful documentation of their event. Written timelines/notes ahead of time are helpful in sticking to a schedule and achieving a desirable result. CLIENT's initials acknowledge their understanding. X_____.

SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are agreed upon by both the CLIENT and PHOTOGRAPHER, and are designed to accomplish the stated goals and wishes of the CLIENT in a manner enjoyed by all parties. CLIENT and -PHOTOGRAPHER- agree that punctuality is essential to that purpose. Shooting commences at the scheduled start time. Additional time MAY be available, however the CLIENT should not expect it with certainty. Any additional shooting time, services, or products should be expected to entail additional costs. £100-£150 Per/hour Per photographer not including Incurred Expenses & out of hours Financial settlements.

HOUSE RULES: The photographer is limited by any guidelines, or house rules, of a ceremony official (if applicable) or site management. The photographer will abide by these limitations. It is agreed that the CLIENT is responsible for ensuring that these limitations are communicated to the photographer in advance of the date of coverage (the earlier the better), and agrees to accept the technical results of these limitations on the photographer, such negative effects can be but are not limited to, grainier images, limited shot selection, limited composition, and similar. Negotiation with the officials for moderation of guidelines is CLIENT's responsibility ; -PHOTOGRAPHER- will offer technical recommendations only.

LIMIT OF LIABILITY: In the unlikely event that the photographer SIMON EVANS is unable to photograph the event, for any reason beyond his control, -PHOTOGRAPHER- will make every reasonable effort to secure an alternative professional photographer with similar style/ quality will be arranged, and SIMON EVANS will edit the images, in order to maintain the

same result, should CLIENT NAME wish.. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the photography fee. -PHOTOGRAPHER- takes great care with respect to the exposure, storage, processing and transportation delivery of the images, including using professional grade equipment and professional grade backup equipment:-However, in the unlikely event of CLIENT NAME'S photographs being lost, stolen or destroyed for reasons within or beyond-PHOTOGRAPHER- control, -PHOTOGRAPHER- The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals

Indemnity:

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property. The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

Force Majeure or Act of God:

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

Personal Accident:

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

Harassment: Ensuring the appropriate behaviour of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer or employee experiences any inappropriate, threatening, hostile or offensive behaviour from any guest or other person/s at the wedding or other event (including, but not limited to, unwelcome sexual /Physical advances and verbal or physical conduct of a sexual/ Physical nature) then the following process shall be followed: first offence: a verbal warning will be issued to a family member of the client; second offence: the offending person will be required to leave the wedding or event; third offence: Photographer will end wedding coverage immediately and leave the event, Photographer shall be entitled to retain all monies paid hereunder and client agrees to relieve and hold Photographer harmless as a result of incomplete wedding or event photography coverage.

Responsibilities: Unless agreed upon in advance, SIMON EVANS shall be the exclusive photographer retained for the event. Photographer may bring one assistant at her discretion. Videographers and other vendors as well as semi- professional photographers must not obstruct or interfere with the official photography and are not allowed to take any still photos during formal sessions. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties. Photographer is not responsible for compromised coverage due to causes beyond His control such as other people's camera or flash, the lateness of the bride, groom, family members and bridal party members or other principles, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiate. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the photography coverage. Client agrees to confirm the schedule one-week prior to the event and to send the Photographer a copy of the invitation prior to the wedding. Notification of any changes in schedule or location must be made in a timely manner. Changes can be made by phone with a follow-up email for documentation. If email is sent, confirmation of receipt must be obtained.

RIGHT OF WITHDRAWAL:

Simon Evans's discovery of new information: changes to agreed circumstances which may affect Simon Evans's safety, travel plans (e.g change of location of wedding), reputation (e.g defamatory comments made), or other factors which tend to circumvent his policies may result in his withdrawal. Non-cooperation and late payments are examples of contributing factors. Should Simon Evans initiate the withdrawal, all fees will be returned, including Booking Fees. If CLIENT NAME chooses to cancel the event or cancel the services required from SIMON EVANS, The Booking Fee is non-refundable but no further payments will be required.

TRAVEL: SIMON EVANS and CLIENT NAME have simultaneously agreed that travel to and from the event will not be charged for, providing the location (**Weymouth**) remains the same.

CREATIVE CONTROL: SIMON EVANS cannot be held responsible for any images deemed unsatisfactory if CLIENT NAME has directed elements of the shoot NOT RECOMMENDED by SIMON EVANS. This includes location, final image choice, time of shoot and other variables. SIMON EVANS will advise clients on all of these aspects pre-shoot and during the photoshoot in order to achieve the best images possible, and in the event of SIMON EVANS forsaking creative control at will of CLIENT NAME, SIMON EVANS cannot be held responsible for any images deemed unsuccessful.

FINAL CONFIRMATION

BOOKING FEES: In the event of cancellation by the CLIENT, the booking fee paid is non-refundable. It shall be liquidated damages to -PHOTOGRAPHER- in the event of a breach of contract by CLIENT. The CLIENT shall additionally be responsible for payment for

any –PHOTOGRAPHER- costs incurred up to time of cancellation. This can be up to the complete amount of the agreed upon photography fee.

COMPLETION SCHEDULE: Photography processing takes approximately _____ days, and proofs should be ready for viewing no later than _____ assuming the event/shoot takes place at the scheduled date and time. Expect physical proofs and/or CD/DVD/USB/ ALBUM/BOOK to take an additional 7 to 10 days.

PAYMENT SCHEDULE: Booking Fee is due at signing. Balance is payable in full by time of wedding, prior to start of shooting. Payment forms accepted at time of shooting are cash and/or Bank Transfer. All other forms of payment must have cleared prior to the beginning date/time of coverage.

Booking Fee Amount £ Balance Payment £

METHOD OF REMUNERATION: Payment may be made via direct deposit into the following bank account: SIMON EVANS:

Account No Sort Code

PAYMENT BALANCE DUE: The remaining balance of £0.00 is due no later than two weeks (14 days)(DATE) Before the wedding.

Cancellation:

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

When booking SIMON EVANS, CLIENT NAME is aware that SIMON EVANS will be photographing the day from his own point of view, as demonstrated by his portfolio.

I (CLIENT) have read and understood the terms above. *I hereby agree to the terms of this agreement.. An accurate reproduction of this contract has the same effect as the original.*

Signed by _____

(Bride/Groom /)

Signed by _____ (Client) Date
(CLIENT RESPONSIBLE FOR PAYMENT)

Signed by _____ (Client) Date

(CLIENT / CLIENT's representative)

Signed by _____ (Photographer/s) Date

(Representative of -PHOTOGRAPHER-)

I (Client) Provide my details freely & Accurately Knowing any Misinformation will deem this contract 'null & void'

Full Name /Names

Current &/Or Shipping Address :Postcode:-Tel No:-