

CONTRACT FOR PHOTOGRAPHY SERVICES

Client name:

Client address:

Photography location:

Photography date:

Start time:

End time:

Photography fee:

Completed photographs will be delivered to Client no later than _____ after the event date.

Deposit: 25% of the total, paid upfront and payment to be settled in full, 30 days before the set wedding date.

1. The Client shall reimburse Photographer for any additional costs the Photographer may incur for parking, which is necessary to the performance of these services. The Photographer will travel free of charge from his home postcode within a 30 mile radius. Any additional millage over 30 miles of the Photographers home address to the location where the wedding will take place will be at a cost of 45p per mile as per Google road map.

2. The deposit is not refundable if the Client cancels or changes the engagement. If the Photographer fails to appear at the place and time specified above without informing the Client at least 24 hours in advance, the payment already exchanged shall be refunded to the Client. If the photographer has to cancel this contract for reasons beyond their control (death, injury, illness, etc). The Photographers liability shall be limited to a full refund of all monies paid. The client may cancel this contract at any time by giving written notice to the Photographer, but in doing so shall forfeit any monies paid. If you are sick please give 24 hours notice to reschedule your engagement session if pre arranged.

3. Images are selected and edited at the Photographers discretion and judgement, regarding the style and artistic input in the production of the pictures. The Client shall assist and cooperate with the Photographer in obtaining the desired photographs, including but not limited to specifying persons and/or scenes to be photographed; taking time to pose for photographs at the Photographer's direction; providing a person to guide the Photographer to desired persons and/or scenes; preshoot consultations, etc. This includes but not limited to poses, props, and the number of images taken. Due to weather and the willingness of subjects it may not be possible to capture all the pictures requested, or images of the Clients full expectations.

Proofs will be ready to view online within 12 weeks of your wedding. The proofs provided are final. Artists reserve the right to edit and release only those images deemed creditable as professional in quality and within the Photographers artistic standards. Images that do not meet the exacting standards of Matt Spooner Photography are deleted in the first part of the editing process and are non-recoverable.

4. Matt Spooner Photography fully edits all images before presenting to the Client. Additional edits are carried out at the discretion of the Photographer and reserves the right to charge the Client for additional editing.

5. Photographer may display any photographs included in this contract in the photographers studio, website, (included but not limited to Facebook etc). Where images feature a person under 18 signature overleaf confirms you have responsibility as a parent or guardian and agree to the use of said images as previously outlined.

6. Copyright is retained by Matt Spooner Photography at all times, and hereby grants the Client unlimited but non-exclusive rights to use or reproduce the photographs for which the Client pays. No image can be copied, scanned or reproduced in any form whatsoever without prior consent of Matt Spooner. The Client may not add, alter, manipulate a picture by any means or reproduce a picture in whole or in part as an element within, or as a montage with another picture without Matt Spooners written permission.

FULFILMENT OF OBLIGATIONS

7a.) Matt Spooner photography shall not be liable to the client for any failure, in whole or in part, to fulfil its obligation where failure arises as a result of an event or circumstance beyond its control, which may include (but not limited to) equipment failure, inclement weather, illness or injury.

7b.) The client understands and accepts that the photographic coverage will be as Matt Spooners Wedding Photography professional expertise determines. Special requests are not binding instructions but every effort is made to comply with the clients wishes. The clients responsibilities include: to provide the photographer with all reasonable access, facilities and assistance, particularly if the shoot is on location.

7c.) In the unlikely event of total photographic failure or cancellation of the contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential losses.

APPLICABLE LAW

This contract shall be governed by the United Kingdom laws of the County of Devon in the City of Plymouth.

Clients signature,
name (printed) and
date:

Photographer
signature, name
(printed) and date: