

Wedding Photography & Videography Contract

n.b. All references to weddings also apply to civil partnerships and renewal of vows
"1st Party" and "2nd Party" may be substituted for "Bride" and "Groom"

Booking Form

Complete, sign & include retainer (deposit) of just **£100.00** to secure your date.

Date of wedding:

Time of wedding:

Bride's name:

Groom's name:

Bride's address:

Groom's address:

Bride's home phone:

Groom's home phone:

Bride's work phone:

Groom's work phone:

Bride's mobile phone:

Groom's mobile phone:

Bride's email address:

Groom's email address:

Bride's getting ready location (include address & phone number):

Groom's getting ready location (include address & phone number):

Location of wedding service (include address, phone number & website if available):

Name and contact details of ceremony officiant if known + any restrictions on professional photography & video during ceremony:

Location of reception (include address, phone number & website if available):

Approx. No. of Guests at Ceremony:

Reception:

Evening:

Description of service agreed plus any optional extras & special requirements e.g. "Standard Photography Service + add X extra hours + X wedding album + video" (see footer on price list for "ref no") at £[enter total cost]:

How did you find Ashton Lamont:

Terms and Conditions

In the following conditions of contract "the photographer(s) videographer(s)" shall mean Peter Riding trading as Ashton Lamont and any operators and agents appointed by Peter Riding. "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 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 Peter Riding in writing.

1. Copyright: The Copyright Designs and Patents Acts assign the copyright of the images, video and other content to Peter Riding. It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, computer, internet or otherwise, by any person or machine other than by the photographer(s) videographer(s).

2. Display: The client(s) hereby allow(s) the photographer(s) videographer(s) to display any photograph video and other content covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the content is used lawfully and without damage to the client(s). Content placed in password protected galleries is not available to the general public. However it is impossible to prevent determined persons from accessing this content.

3. License, Coverage and Reproduction:

a) The photographer(s) videographer(s) shall be granted artistic license in relation to the poses and events photographed and videoed and the locations used. The photographer(s) videographer(s) judgment regarding the location, poses, events, timeline, number of photographs taken, and video content shot shall be deemed correct.

b) Photographs and video taken during the course of the day will be at the discretion of the photographer(s) videographer(s) although every effort will be made to comply with The Client(s) requirements.

c) The photographer(s) videographer(s) shall endeavour to photograph and video all individuals and events as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) videographer(s) on the occasion of omissions.

d) For a booking involving a church ceremony or at certain venues, the photographer(s) videographer(s) movements may be restricted by the official in charge or by the physical characteristics of the venue. The areas from which the photographer(s) videographer(s) can cover the ceremony may not be the photographer(s) videographer(s) choice and the photographer(s) videographer(s) cannot accept responsibility for any obstructed view degradations or omissions should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing and videoing of parts or even all of the ceremony may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate official before signing this contract.

e) For a wedding or other event the photographer(s) videographer(s) shall endeavour to capture all the important 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) videographer(s) and in some circumstances (such as the change of ceremony date for a wedding) the photographer(s)

videographer(s) may be unable to accommodate these alterations. Under these circumstances the photographer(s) videographer(s) is not liable to compensate the client(s) in any way whatsoever.

g) Due to a variety of lighting conditions and the limitations of digital sensors and other equipment, some colours may alter throughout a set of photographs and video clips. Please note that certain colours do not reproduce exactly in print and video.

h) It is understood that all printing and video production 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 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) videographer(s) will not be responsible for photographs and video that is not supplied due to technical failure, either at the shooting or processing stage.

l) Where products are made available for use with personal computers the default operating system shall be Windows 7 home edition. Products may not function on other or earlier operating systems.

m) Where content is made available for use on DVD players reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

4. Prices:

a) All standard photographic and video services and optional extras **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 not paid for in full before the wedding are supplied at the price 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) videographer(s) not already included within the contract price. This includes for example access, and performers fees charged by some venues (e.g. choir, organist), and dispatch of any products to non-UK addresses.

5. Payments:

a) A non-refundable retainer of: **£100.00** (paid by cash, cheque, credit / debit card, [Paypal] or online bank transfer (the preferred method, contact Ashton Lamont for bank details) along with a completed booking form and 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 14 day "cooling off" period.

Payment of the balance is due in full NO LATER THAN SIX WEEKS prior to the contracted date and amounts to an additional: **£** X (enter amount)

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, albums, videos, special editing, retouching, rendering, and any other services ordered after the event.

c) Title to all goods remains with Peter Riding / Ashton Lamont 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, videos, discs, albums, 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) videographer(s) owing to any cause beyond their reasonable control (e.g sudden illness/injury/victim of crime, flooding).
- b) The photographer(s) videographer(s) may contact other service providers 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(s) videographer(s) especially at short notice or at the same price.
- c) In the event of cancellation by the photographer(s) videographer(s), or in the unlikely event of total photographic or video failure (although re-shoots may be arranged if practicable) –the photographer(s) videographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) videographer(s) liability shall be limited to a full refund of any fees paid for chargeable services

8. Liability for Digital Stills and Video Files and Products:

- a) The digital stills and video files shall remain the property of the photographer(s) videographer(s) and shall be kept for not less than 6 months from the wedding date at one site.
- b) Should files be lost, damaged or destroyed the photographer(s) videographer(s) liability shall be limited to a refund of fees paid for chargeable services, but shall not include a refund for any goods already supplied or capable of supply at a quality deemed acceptable by the photographer(s) videographer(s). No refund will be given for any files lost, damaged, or destroyed after 6 months from the date of the wedding.
- c) All orders for pre-paid products should be placed with the the photographer(s) videographer(s) before the end of a 6 month period starting at the wedding date unless otherwise agreed in writing. The photographer(s) videographer(s) will not be liable for failure to produce any orders placed after this time.
- d) Any pre-paid product credits (e.g. for albums and prints) not utilized by the clients within 6 months of the date of the wedding will lapse without value unless otherwise agreed in writing.
- e) Client(s) are responsible for submitting their orders before the expiry of the 6 month time limit and the photographer(s) videographer(s) will not give client(s) notice of the imminent expiry of their entitlements.** Any products supplied thereafter will be at the sole discretion of the photographer(s) videographer(s) and forwarded by standard Royal Mail to the last known address of the clients.
- f) Should the photographer(s) videographer(s) agree to reinstate any lapsed product entitlements this will only be deemed valid if evidenced in writing. The price(s) applicable will be that current at the time of re-reinstatement, may include reasonable fees for retrieving content from the archival storage, and will exclude any previously agreed discounts or special offers.

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 after 14 days from the booking date 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 chargeable products and service booked.

c) Where the photographer(s) videographer(s) are able to rebook the date with an equivalent booking, then the cancellation fee may be reduced to the non-refundable retainer only and any additional cancellation fees already paid may be refunded in part at the discretion of the photographer(s) videographer(s).

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) videographer(s) will not be held liable for any costs incurred due to alterations to the order made by the client after this time.

b) The main wedding image print order may take up to four weeks to complete. Where you choose to design your album through Ashton Lamont or order other products or have video you will be notified of the estimated completion date on a case by case basis.

c) The photographer(s) videographer(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 products the photographer(s) videographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Privacy: Peter Riding / Ashton Lamont 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) videographer(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. Meals and refreshments: Provision must be made with your venue to provide the photographer(s) videographer(s) with a hot meal during the wedding breakfast unless a short duration package has been booked (4 hours or less). This is not usually taken with your guests as the photographer(s) videographer(s) has important duties to perform during this period. Where coverage has been agreed to include an assistant then the same conditions apply for this individual. NOTE: it is normal practice to provide simple "vendor meals" for your various wedding vendors e.g. toastmaster, DJ, band, magician.

15. On the day:

a) The photographer(s) videographer(s) is the only authorized photographer(s) videographer(s) for the day. Other professional photographers and videographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by parents, contracted by magazines or newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients.

b) The photographer(s) videographer(s) is contracted to shoot all photographs and video clips relating to the event and no other person is permitted to shoot photographs or video for sale or as gifts unless agreed in writing before the day. This includes guests (except for their own personal non-commercial use) and other wedding vendors e.g. an independent videographer may not shoot stills other than a small quantity to illustrate the video packaging. Breach of this condition shall be deemed cancellation of the contract by the clients.

- c) Amateur or inexperienced independent photographers and videographers can severely compromise the quality and breadth of your Ashton Lamont stills and video coverage.
- d) An inconsiderate guest can wreck the Ashton Lamont record of your special day and we will speak with the guest or bride or groom or coordinator if appropriate. Coverage may be cancelled without warning at the discretion of the photographer(s) videographer(s) if the photographer(s) videographer(s) feels threatened or have reason to believe that equipment may be damaged or stolen.

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 Ashton Lamont in writing. I realize 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).

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:

Preferred payment method is internet bank transfer. Please contact Peter for the bank Sort Code and Account Number as these cannot be put online.

Cheques should be made payable to "Peter Riding trading as Ashton Lamont". You can also pay by Credit or Debit card using the secure Paypal option either via the Ashton Lamont website, or by the Paypal App on your smartphone or tablet via Google Play or Apple and send the fee to Peter quoting his mobile number 07760 421 398 and his email address peter@:ashtonlamont.co.uk

**To be signed on behalf of
Peter Riding trading as Ashton Lamont:**

Date:

You should read this contract together with the terms of the service you have ordered.

Please then sign this contract and post it or send a scanned or photographed copy (smartphone and tablet are fine) of the first and last pages by email