



## Beata Cosgrove Wedding Photography – terms of business

### 1 SUMMARY OF CONTRACT

This contract is between the **Photographer**, Beata Cosgrove, and the **Client**.

#### Clients' names and address(es)

Bride's name \_\_\_\_\_

Groom's name \_\_\_\_\_

Bride's address \_\_\_\_\_

Groom's address \_\_\_\_\_

### 2 BOOKING FEE

A booking fee is required when the client signs the contract. Dates are reserved only when the booking fee is paid. This sum will apply towards the contract fee.

### 3 PAYMENTS

The balance of the payment for the services contracted for must be paid in full not later than 30 days prior to the wedding. Payment for any additional photographs and albums is made when these are ordered. Any bank charges incurred due to returned cheques will be debited to the client.

### 4 CANCELLATION

In the event of the Client cancelling a booking for wedding photography [the photographer] reserves the right to charge a cancellation fee in accordance with the following scale:

- i. £200, (the booking fee), if cancelled more than 12 months prior to the wedding date.
- ii. 50% of the agreed total fee for the photographic assignment if cancelled less than 6 months prior to the wedding date.
- iii. 100% of the agreed total fee for the photographic assignment if cancelled within 30 days of the wedding date.

In the event of cancellation or postponement, at the discretion of the Photographer, and subject to availability, monies other than the booking fee may be applied to the new wedding, or redeemed against other photographic services carried out by or on behalf of Beata Cosgrove Photography.

### 5 WEATHER AND / OR DELAYS

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the photographer, in co-operation with the client will make the necessary changes to the schedule and will do her best to produce coverage of the wedding within the time allocated to her. Similarly, when delays occur due to circumstances outside her control, the photographer will stay on beyond the agreed time but will charge an additional fee for extra time involved.

### 6 REQUESTED PHOTOGRAPHS

The photographer will honour requests for specific photographs subject to the following: weather and time; availability and the co-operation of the person(s) concerned, bearing in mind that not all people are keen to be photographed. All such requested photographs must form part of the Client's final wedding order.

### 7 COVERAGE

- a. The Photographer cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other members of the wedding party not being ready on time, nor by restrictions placed on the Photographer by officials of the church, register office or licenced marriage venues.
- b. The Photographer does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the Client's wishes.
- c. The Photographer is limited by the guidelines of the ceremony official or reception site management. The Client agrees to accept the technical results of their imposition on the Photographer. Negotiation with the officials for moderation of guidelines is the client's responsibility.

### 8 COOPERATION AND COMMUNICATION

- a. The Client and the Photographers consent to happily cooperate and communicate with each other to achieve the best possible result within the understanding of this contract. We recommend that the Photographer be provided with a helper (usually the best man) who will point out key individuals to be photographed. The photographer may also require the assistance of the best man in organizing groups of family and friends.
- b. The bride and groom also agree to give the photographer sufficient warning of key events at the wedding to give the photographer time to prepare e.g. bouquet throwing, cutting the cake, speeches etc.
- c. It is expected that some guests attending the wedding will also want to take pictures, but the Clients agree to ensure that the Photographer is given priority.



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**9 ATTENDANCE**

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on her behalf to undertake the photography. The location of the event(s) to be photographed is within 50 miles of Bath. Otherwise, a charge may apply.

**10 IMAGE SIZE, COLOUR, STYLE AND COMPOSITION**

- a. All image sizes are approximate, and the Photographer reserves the right to crop and edit the images as she sees fit.
- b. The photographer will provide a pleasing colour balance, but cannot guarantee exact colour matching. It is sometimes not possible to record on film or in print the exact colour as seen by the human eye.
- c. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.
- d. There is no right to reject pictures on the basis of style or composition.

**11 COPYRIGHT LAW**

- a. As per the Copyright, Design and Patents Act 1988, the copyright of photographs remains with the photographer.
- b. The Photographers grant the Bride and Groom permission to make copies of the images under the following conditions: that the images taken by the Photographer are for personal use by the bride and groom and their friends and relatives.
- c. Selling, Publication or any Commercial use of the photographs is not allowed without prior written permission from the Photographer.

**12 MODEL RELEASE**

The Client hereby grants to Beata Cosgrove Photography the irrevocable and unrestricted right to use and publish photographs of the Client and their wedding, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The client hereby releases Beata Cosgrove Photography from all claims and liability relating to said photographs.

**13 INDEMNITY**

The client shall be responsible for obtaining such clearances in respect of any third party copyright works, trade marks, designs or other intellectual property, and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

**14 LIMITATION OF LIABILITY**

In the unlikely event of a total failure of equipment or cancellation of this contract by either party or in any other circumstances, 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 loss.

**15 AGREEMENT AND SIGNATURES**

The Clients confirm that they have read and understood the terms and conditions in this contract. This contract is governed by the law of England and Wales.

**Bride’s signature & date** \_\_\_\_\_

**Bride’s name IN CAPITALS** \_\_\_\_\_

**Groom’s signature & date** \_\_\_\_\_

**Groom’s name IN CAPITALS** \_\_\_\_\_

**Photographer’s signature & date** \_\_\_\_\_