



WEDDING PHOTOGRAPHY - CONTRACT and TERMS & CONDITIONS

1. This Contract is between XXX of XXXX, and Francis J Pullen Photography of 35 Berrycroft, Willingham, Cambridge CB24 5JX, to supply our 'XXX Collection' Wedding photography on XXX, priced at XXX, as outlined in the Covering Letter, and which forms part of this Contract.
2. Starting at HH:MM with Getting Ready/Dressed photographs at a location To Be Confirmed, then at HH:MM (time TBC) for the Ceremony at VENUE+ADDRESS, and afterwards for the Reception and Wedding Breakfast at VENUE+ADDRESS, finishing with First Dance no later than HH:MM. (Attendance time: up to X hours maximum)
3. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.
4. **Booking Fee**
The Booking Fee of £250 may be made by cheque (made payable to Francis Pullen), or by online money bank transfer, or by cash, and secures the time and services of the Photographer(s) for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the Photographer due to cancellation. Cancellation less than 12 weeks before the wedding will result in the payment in full. All cancellations must be in writing. Weddings that are postponed to a later date will retain the fee as long as the Photographer can re-schedule for the new date and time.
5. **Payments**
Following payment of the Booking Fee, the balance of £XXX is due by DD/MMM/YYYY. No Photographs, Story books, USBs/DVDs or Optional Extras will be delivered until all payments due have been paid in full. Payment for Reprints, Digital Story Books, Thank You Cards, Acrylic Panels, Canvas Prints, or other Optional Extras is to be made in full at the time of ordering.

Payment for additional Attendance Hours (part or whole at £95 per hour) where agreed, but which may not be known accurately at the time of Contract signing, must be made at the post wedding delivery meeting.
6. **Prices**
All prices are as at the time of signing the Contract, but in the event that changes arise that are outside the Photographer(s) control, for instance but not exclusively, the costs of Prints, Optional Extras, Travel and Subsistence, then we will inform the Client of such within 21 days.
7. **Photographer(s)**
The Principal Photographer will be Francis J Pullen, and where he deems appropriate, a 2nd Photographer of his choice will be provided at no extra cost. They will be the ONLY stills Photographers allowed to attend for financial gain. (Videographers attendance by agreement.)
8. **Images**
All image sizes are nominal. The Photographer 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 fibers. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

The number and style of photographs delivered to the client by the Photographer shall be deemed correct.

9. Creative Licence

The Photographer(s) shall be granted artistic licence in relation to the poses photographed and the locations used. The style and the number of photographs are also dependent on vagaries of the weather and the availability and willingness of the clients and their guests. The Photographer(s) will make their best effort to honour requested photographs but does not undertake any guarantee for any specific picture nor incorporate any specific background, location or group arrangement.

10. Display

The Photographer may display any photographs included in this contract in his studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows, unless expressly denied in writing by the Client.

11. Retouching

Retouching, digital manipulation and artist finishing is available to the Client as an optional extra.

12. Reorders

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

13. Copyright

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. Negatives/Digital files remain the property of The Photographer(s).

14. Licensed Images

Images supplied by us on a USB/DVD as jpeg format digital files will be of sufficient resolution for printing up to size A4/A3/A2. They are licensed to you for sharing or displaying electronically with Family and Friends, and for printing by the Bride and Groom ONLY, up to size A4 (contact me for larger Print size requests). Your remaining family and guests must View and Purchase prints from the password protected 'Client Area' on our website.

15. Third Party Printing

Francis J Pullen Photography cannot accept any responsibility or liability for colour balance or quality of any Prints reproduced from the CD/DVD that we supply by Third Party Printers such as High Street photo processing shops.

16. Attendance

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another Photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

17. Travel and Subsistence

For attendance at venues at a distance over 35 miles radius, travel costs at the rate of £0.44 per mile will be charged where appropriate. Where the wedding and ceremony require an overnight or longer stay, whether in the UK or abroad, then modest hotel and subsistence charges will be made.

18. Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of this 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 loss.

19. Force Majeure (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.

20. 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.

21. Complaints

Any complaints should first be raised by the Client with the Photographer in writing within 21 days from the date of receipt of images. In the unlikely event of an unresolved complaint the Client may request the Society of Wedding and Portrait Photographers (SWPP) to mediate but only on the basis that its decision shall be final and binding upon both parties.

22. Country of Jurisprudence

This Contract is made under, and subject to, English Law.

I have read, understood and accept all 3 pages of this contract:

X CLIENT.....

DATE..... **X**

PRINT NAME.....

Address and Post Code: ADDRESS

Tick here if paying by BACS online money transfer ☐

Photographer..... DATE.....

Address and Post Code: 35 Berrycroft, Willingham, Cambridge, CB24 5JX