



Alex Cossey Photography
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Wedding Photography Contract

Updated 02/03/2023

Booking Date: _____

Client Name(s): _____

Wedding Date: _____

Venue(s): _____

Coverage Required: ____ to ____

Photographers Required: _

Total Agreed Fee: _____

Booking Fee: £250.00

Payment 1 Due: _____

Remaining Balance: _____

Payment 2 Due: _____

Cash or BACS payments accepted

Sort Code: 30-94-47

Account Number: 33203368

Reference: _____

(your initials & wedding date)

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Terms & Conditions

Below are the terms and conditions on which Alex Cossey Photography ("Alex") shall provide Photography Services ("the photography service") to The Client ("You"). The exact photography service provided will depend on what is agreed between the parties during an initial consultation (see below Clause 1.2). It is mutually agreed that the following terms and conditions form an integral part of this contract and that no variation or modification shall be effective unless accepted by both Alex and You in writing and signed by the parties. Before Alex provides the photography service or carries out the initial consultation, You shall read the terms and conditions below.

1. Services Provided

1.1 Date, Time & Location

Alex shall document by way of photography ("the photographs") your wedding day on [Wedding Date] ("your wedding date") at [Venue(s)] ("the Venue") between the hours [Coverage Required] ("coverage period").

1.2 Wedding Photography Plan

Alex will provide you with a "Wedding Photography Plan" document; the purpose of this is to clarify key dates in the run-up to your wedding day, as well as to identify people or specific groups of whom photographs are desired, as well as to make sure that these subjects are available when needed. Due to the weather, available light, timing restrictions, willingness and the availability of subjects, no one image is guaranteed. The shot list and timing list will only be used for organisational and advisory purposes.

1.3 Deliverables

Alex shall provide you with professionally-edited, high-resolution digital files via a private online gallery. Alex is not obliged to share the raw, unedited files with You. There is no minimum or maximum number of images provided; the number of photos provided by Alex will be at his discretion and will only include those that meet his standard of photography. USBs, prints and albums are not included but can be ordered separately at an additional charge up to six months after your Wedding Date.

1.4 Delivery Time

A small sample of Alex's favourite images (up to 20) will be shared with you within one week of your wedding day via a private online gallery. The complete gallery of images will be delivered within ten weeks of your wedding date.

1.5 Artistic License

Alex shall be granted creative and artistic license with the Photographs, including, without limitation, their selection, editing and post-processing. Alex's judgement on photographic style shall be deemed correct.

1.6 Additional Post-Processing

If you require any additional post-processing (for example, in Photoshop or similar), then an additional fee may be levied, which shall be agreed upon between the parties before any post-processing work is undertaken.

1.7 Digital Storage

Alex will maintain your online gallery for one year. You are responsible for ensuring the digital files are stored safely upon delivery. Alex is not obligated to store or retain copies of the files after this period. Alex recommends that You store them in at least two different physical or digital places.

2. Your Role

2.1 Parking

Car parking within a 5-minute walk of the venue(s) should be provided free of charge or included in the agreed booking fee.

2.2 Safe Place for Equipment

On your wedding day, Alex is to be offered, by You or the Venue hosts, a designated place to store his equipment (including but not limited to cameras, lenses, flashes, tripods, light stands, and laptop) that is secure and safe from theft or accidental damage.

2.3 Dress Code

Alex should be informed if you require him to meet a specific dress code.

2.4 Food and Drink

Alex should be offered food where it is available and notified in advance if no such offering is available.

2.5 Breaks

Alex will need to take breaks from photographing at his discretion (typically during the Wedding Breakfast service).

3. Price and Payment

3.1 Total Agreed Fee

The total fee for providing the Photography Services is [Total Agreed Fee].

3.2 Payment dates

A booking fee of [Booking Fee] ("booking fee") shall be paid by You to Alex by [Payment 1 Due], no more than seven days after the date of the booking. The remaining balance of [Remaining Balance] shall be paid by You to Alex at least 30 days before the date of the Wedding Day, [Payment 2 Due].

3.3 Non-Refundable Deposit

Subject to clauses 3.4 (Replacement Photographer), 5.2 (Cooling-Off Period) and 5.4 (Force Majeure), the booking fee is non-refundable.

3.4 Replacement Photographer

When Alex has received the booking fee from You, he will use all reasonable endeavours not to undertake any further bookings on that day. In the unlikely event that Alex is unable to provide the services described in this agreement on the Wedding Date for any reason including, but not limited to, illness, injury, emergency, or act of God, sudden event or other circumstances beyond the control of Alex, meaning he is unable to fulfil the

booking, a replacement photographer may be sent. You would be informed of this in advance and, when possible, have the opportunity to meet with the other photographer. Should You elect to use your own replacement photographer before the Wedding Day instead, any payments made by you would be returned to You in full.

3.5 Multiple Photographers

If other photographers are to be booked for the wedding (paid or unpaid), then it must be discussed and agreed upon between You and Alex beforehand. Alex is happy to work alongside any other suppliers you choose to book, including videographers.

3.6 VAT

Alex is not registered for VAT.

3.7 Payment Method

Only cash (GBP) or BACS payments are accepted. No cheques or other forms of currency will be accepted.

3.8 Non-Payment

Non-payment is deemed a breach of contract, and Alex reserves the right to refuse to complete the photography services.

3.9 Liability

The responsibility of Alex and any photographic processing or printing, postal and delivery agents, assistants or employees to compensate the client in the case of cancellation, negligence or breach of contract is limited to the total cost for the client of their booking only.

3.10 Overtime

If the coverage period over-runs by more than 1 hour from the scheduled finish time of coverage, £100.00 may be charged for every hour that You require Alex to stay.

4. Expenses

4.1 Planned Expenses

Planned travel expenses such as regular mileage rate from and to the venue(s), parking and accommodation costs will be factored in to original quoted Total Agreed Fee.

4.2 Loss or Damage to Equipment

You assume complete responsibility for any loss of or damage to Alex's equipment (other than fair wear and tear) caused by any misuse of the equipment by Yourself or your wedding guests. You shall be responsible for any loss of or damage to the Supplier's equipment caused by theft, fire, flood or accidental damage. Alex's equipment includes, but is not limited to, cameras, lenses, flashes, tripods, light stands, and a laptop.

4.3 Additional and Unforeseen Expenses

Where extra expenses or time that are more than 1 hour or £50.00 and are incurred by Alex as a result of alterations to the original brief by You, You shall approve to and be liable to pay such extra expenses or fees as agreed or estimated. Any extra costs are payable by You within seven days of demand. Such expenses could include but are not

limited to food and drink, accommodation, additional mileage, parking fees, equipment and subscription costs.

5. Cancellation

5.1 Booking Date

A booking is considered firm from the date of confirmation of this agreement [Booking Date].

5.2 Cooling-Off Period

There is a 14-day cooling off period from the date of booking where You can change your mind and cancel for a full refund of the booking fee. However, if the wedding date is within 14 days of the booking date, then there will be no cooling off period, and any cancellations made at this time will be chargeable at 50% of the total amount.

5.3 Cancellation and Loss of Earnings

If you cancel the booking for any reason, no further payment is due to Alex unless it is within 120 days of the proposed Wedding Day. In this case, 50% of the Total Agreed Fee will be due as compensation for loss of earnings. This sum will be minus the booking fee paid at the time of booking. If the wedding date needs to be changed by the client, these conditions still apply unless Alex is willing and able to take the revised booking. The booking fee may then be transferred to the new date.

5.4 Force Majeure

Neither party is liable for failure to perform their obligations under this contract if such failure is due to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters). Neither party is entitled to terminate this Contract under Clause 5.3 (Cancellation and Loss of Earnings) in such circumstances. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then they must prove that they took reasonable steps to minimise delay or damages caused by foreseeable events, that they substantially fulfilled all non-excused obligations, and that they timely notified the other party of the likelihood or actual occurrence of an event described above.

6. Use & Copyright

6.1 Copyright

Alex retains the entire copyright of the Photographs at all times throughout the world. Alex maintains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

6.2 Model Release

Alex may like to use the Photographs to promote his own business. This includes, but is not limited to, his website portfolio, Instagram and Facebook posts, and printed material such as vouchers and sample albums unless you opt out in writing, and this is acknowledged by Alex.

6.3 The Licence

You shall have a non-exclusive right to use the Photographs provided to You by Alex for your own private purposes, which shall include but not exclusively re-printing them, uploading to Facebook or other similar websites, emailing to friends and family and such (the "Licence"). The Licence only applies to You, and its benefit shall not be assigned to any third party without Alex's prior written consent. Permission to use the Photographs provided by Alex to You for purposes outside the terms of the Licence will usually be granted upon payment of a further fee, which must be mutually agreed upon (and paid in full) before such other use. Unless otherwise agreed in writing, all other licences regarding the Photographs will be subject to these terms and conditions.

6.4 Adjustment & Manipulation

Manipulation of any image in the Photographs or use of only a portion of the image in the Photographs may only take place with Alex's permission.

7. Confidentiality

7.1 GDPR

Alex shall keep confidential and will not disclose to any third parties or make use of material or information communicated to him in confidence for the purposes of the Photography Services, save as may be reasonably necessary to enable Alex to carry out his obligations in relation to the Photography Services, the Photographs.

7.2 Deleting Files

If you specifically want Alex not to keep a copy of your wedding files, you must make this clear in writing once the images have been delivered and he is comfortable that you have sufficiently backed them up yourself.

8. Waiver of Moral Rights

By signing this Agreement, You both irrevocably and unconditionally waive your respective rights under the Copyright, Designs and Patents Act 1988 Section 85, as amended from time to time, and under the laws now or in the future applying outside the United Kingdom in relation to the Photographs. You confirm that the waiver contained in this agreement is for the benefit of Alex, his licensees, assignees and his successors in business.

9. Law

This agreement shall be governed by the laws of the United Kingdom.

10. Signing

I have read and fully understand these terms and conditions and realise that this contract will become effective immediately. I agree that cancellation rates may apply.

Contractor:

Name: Alex Cossey

Signed: ACossey

Client:

Name: _____

Signed: _____