

**WEDDING PHOTOGRAPHY****BOOKING FORM & CONTRACT**

40 Beacon Road  
Herne Bay  
Kent  
CT6 6DJ

01227749460



Wedding **Date** and **Time**: \_\_\_\_\_

**Bride's Name**: \_\_\_\_\_

Phone: \_\_\_\_\_ Mob: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

**Groom's Name**: \_\_\_\_\_

Phone: \_\_\_\_\_ Mob: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

email: \_\_\_\_\_

1. Bride's Dress-up Time & Location – Include postcode \_\_\_\_\_

\_\_\_\_\_

2. Wedding Ceremony Time & Location – Include postcode \_\_\_\_\_

\_\_\_\_\_

Wedding Official and Contact Number: \_\_\_\_\_

\_\_\_\_\_

3. Wedding Reception Time & Location: - Include postcode \_\_\_\_\_

\_\_\_\_\_

Wedding Reception Manager and Contact Number: \_\_\_\_\_

\_\_\_\_\_

Wedding theme: please specify colour scheme / traditional / formal / informal / casual etc.

\_\_\_\_\_

Wedding Attire: describe bride, groom and wedding party attire

\_\_\_\_\_

Amount of Guests: \_\_\_\_\_

Other Photography Sessions agreed on: \_\_\_\_\_

So we can submit a photograph to your local paper please provide the name of paper

\_\_\_\_\_

Photography fee agreed: £\_\_\_\_\_ (plus applicable expenses as described in the contract).

A booking fee of 25% £\_\_\_\_\_ is now due.

- The balance £\_\_\_\_\_ is to be paid **6 weeks before the wedding day.**

*Additional Expenses: Where applicable THE CLIENT is responsible for all travel, accommodation, meal and transport costs. Unless special arrangements have already been made by THE CLIENT.*

## **WEDDING PACKAGE AND SERVICES INCLUDED FOR THE FEE STATED ABOVE:**

**EG: Album Package \_\_\_\_\_**

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between STUART BLACKLEDGE and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing and providing that all the relevant parties sign the document.

2. RESERVATION: Upon your signature, STUART BLACKLEDGE will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation booking fee of 50% is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Booking Fee is to be paid at time of signing the contract. The Reservation Booking Fee is applied towards the contracted wedding photography package. THE CLIENT understands and agrees that the entire amount owed for the wedding photography package described in the contract is due 14 days before the wedding day.

3. After the wedding, STUART BLACKLEDGE will provide THE CLIENT with a watermarked low resolution Sample proofs. These proofs will contain all photographs (including colour and black and white) taken at the event. All photographs will have a watermark embedded, prohibiting unauthorised use. THE CLIENT should as soon as possible provide STUART BLACKLEDGE with a list of desired images to be printed, enlarged and/or digitally manipulated (corresponding to the amount of prints agreed upon in this contract). The list should specify which images should be in colour or black and white. Printing of photographs cannot commence prior to STUART BLACKLEDGE's receipt of this list. THE CLIENT agrees if the balance is not paid on initial production of the proofs, STUART BLACKLEDGE will NOT make a final delivery of selected prints, incurring no liability to STUART BLACKLEDGE and resulting in loss of Reservation Booking Fee by THE CLIENT.

4. CANCELLATION: In the event that THE CLIENT cancels the contracted services for wedding photography outlined in this contract before the wedding ceremony takes place, the booking fee will be forfeited. STUART BLACKLEDGE agrees to refund all additional paid money (less expenditures for which receipts will be provided), to THE CLIENT.

5. PRE-EVENT CONSULTATION: The parties agree to a pre-event consultation before the wedding date in order to finalise the actual shooting times and locations.

6. EVENT GUIDE: THE CLIENT will be responsible for (or have someone designated for this responsibility) identifying people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

7. 90 MINUTE WINDOW: The bride and/or groom agree to set aside at least 30 minutes before the commencement of the wedding ceremony and a 60 minute time frame afterward for photographs that cannot be obtained during the ceremony or reception. The 60 minutes following the ceremony includes group photographs. If either the bride's or groom's late arrival (or any other reason outside of the photographer's control) prevents this 90 minute window from occurring, STUART BLACKLEDGE shall not be held liable for failure to take desired photographs.

8. COOPERATION: The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. STUART BLACKLEDGE is not responsible for key individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to STUART BLACKLEDGE. STUART BLACKLEDGE recommends that THE CLIENT designate an "event guide" (see PRE-EVENT CONSULTATION above) to point out important individuals to the photographer, whom THE CLIENT wishes to include in informal or candid photographs.

9. SHOOTING TIME / ADDITIONS: The photography schedule and selected methodology are designed to accomplish the goals and wishes of THE CLIENT in a manner enjoyed by all parties involved. THE CLIENT and STUART BLACKLEDGE agree that positive cooperation and punctuality are therefore essential. Shooting commences at the scheduled time. Should the ceremony start late due to any reason whatsoever, STUART BLACKLEDGE will not be held liable for any photographs not taken.

10. HOUSE RULES: The photographer is limited by the guidelines of the ceremony official or the 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; STUART BLACKLEDGE will offer technical

recommendations only.

11. **DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:** The photographs, digital negatives or prints produced by STUART BLACKLEDGE are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without STUART BLACKLEDGE's explicit written permission. Upon final payment by THE CLIENT, limited copyright ownership of the resulting images may be transferred to THE CLIENT under the following conditions:

- The JPEG images are the property of THE CLIENT for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives.
- THE CLIENT must obtain written permission from, and compensate STUART BLACKLEDGE prior to an event where THE CLIENT, THE CLIENT'S friends or relatives publish or sell the photographs for profit.

12. **MODEL RELEASE:** THE CLIENT hereby assigns and grants STUART BLACKLEDGE and its legal representatives the irrevocable and unrestricted right to use and publish photographs of THE CLIENT or in which THE CLIENT may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. THE CLIENT hereby releases STUART BLACKLEDGE and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that STUART BLACKLEDGE may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as in shopping centres, photography books, photography instructional books, store fronts, window displays, studio display, television advertising, magazine advertising and any other purpose thought proper by STUART BLACKLEDGE.

**EXCLUSIVITY / GUEST PHOTOGRAPHY:** It is understood that STUART BLACKLEDGE will act as the sole and exclusive wedding photographer. Because of the fact that flashes from guest's cameras may ruin shots taken by STUART BLACKLEDGE, THE CLIENT acknowledges that they are responsible for notifying all of their guests that guest photography is not permitted at any time while the professional photographer are in session. STUART BLACKLEDGE suggests that a separate notice be placed in the invitations. The formal photography time is for the exclusive use of STUART BLACKLEDGE to capture the formal wedding portraits. Because of time constraints and the need for subjects to pay full attention to the professional photographer, guest photography cannot be permitted. STUART BLACKLEDGE will allow guests to take snapshots during the processional and recessional, during candid events at the church, and at the altar during the time STUART BLACKLEDGE's equipment is being packed up. In return for this consideration STUART BLACKLEDGE insists no other guest photography take place when or STUART BLACKLEDGE is working. No other guest/photographer using professional equipment will be allowed by STUART BLACKLEDGE at any time during the wedding. STUART BLACKLEDGE reserves the right to stop any photographic services paid for and leave the function should any other person take photographs with any professional equipment – with the booking fee being forfeited.

13. **GUEST COOPERATION:** THE CLIENT is responsible for the conduct of their guests. THE CLIENT will direct all other service providers (florist, DJ, caterer, registrar etc.) to provide any needed information and cooperation to the photographer. Coordination with other service providers is necessary to complete all the photography sessions as scheduled. THE CLIENT should share the photography schedule with other service providers to make sure that there is no conflict in times. In addition, events during the wedding day should be planned to make the best use of time from all vendors.

14. STUART BLACKLEDGE will not tolerate verbally or physically abusive behaviour, nor will it share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If THE CLIENT is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, it will result in the early or immediate departure of the photographer. THE CLIENT understands that in such an event, no refunds will be granted.

15. **COMPLETION SCHEDULE:** The printing process can only start once STUART BLACKLEDGE receives the order list for the required images. Digital processing takes approximately 2-3 weeks. Creation of a wedding album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

16. **PAYMENTS:** THE CLIENT agrees that 25% booking fee is required at the time of contract acceptance and 100% of the remaining balance is due 6 weeks before the wedding.

17. **FINAL DELIVERY:** STUART BLACKLEDGE will deliver the prints and any additional material once printing is completed. STUART BLACKLEDGE will also deliver a CD with the high-resolution negatives of all images when purchased. High-resolution prints of these images can be ordered from STUART BLACKLEDGE at the specified tariffs. High Resolution negatives of any additional images ordered will also be provided.

18. **METHOD OF REMUNERATION:** Payment may be made in cash or cheque made payable to **Stuart Blackledge**

19. **PURCHASE OF DIGITAL JPEGS:** If THE CLIENT desires a copy of the additional digital negatives (images not selected for the paid package) in high resolution; these images may be purchased at a specified cost and will be supplied on CD/DVD...

20. **PENALTY FEES & CHARGES:** There is a £50.00 late payment fee for any payments that are not postmarked or delivered to STUART BLACKLEDGE by the required date.

21. **RIGHT OF WITHDRAWAL:** STUART BLACKLEDGE's discovery of new information changes to agreed circumstances, or other factors, which tend to circumvent its policies, may result in its withdrawal. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors. Should STUART BLACKLEDGE initiate the withdrawal, all fees will be returned, excluding the booking fee as well as fair market value for all services/products already provided. In case of withdrawal, £75.00 an hour is charged for all photography services already provided and £25.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

22. **LIMIT OF LIABILITY:** In the unlikely event of severe medical, natural, or other emergencies, it may be necessary to retain an alternative photographer. STUART BLACKLEDGE will make every effort to secure a replacement photographer

able and/or willing to provide a similar package as chosen in this contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.

STUART BLACKLEDGE takes the utmost care with respect to exposure, transportation and processing of photographs; including using professional grade equipment and professional grade backup equipment. However, in the unlikely event of THE CLIENT'S photographs being lost, stolen or destroyed for reasons within or beyond STUART BLACKLEDGE'S control, the latter's liability is limited to the return of all payments received for the event package. The limit of liability shall not exceed the contract price stated herein. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.

23. NON-GUARANTEE: Although every possible care will be taken to produce photographs of all important and special events during the wedding, STUART BLACKLEDGE cannot place an unconditional guarantee on the above. STUART BLACKLEDGE will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of STUART BLACKLEDGE'S control.

24. PERFORMANCE: The performance of this contract on behalf of STUART BLACKLEDGE shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

25. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

26. AMENDMENTS: This contract has been freely negotiated and shall be recognised as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and STUART BLACKLEDGE at the time of acceptance of this contract shall be recognised as amendments to this contract.

27. REPRINT ORDERS: Reprints of photos (or additional prints of photos not included in the package, but which is part of the proofs provided) may be ordered at the following rates: - (See Website for print costs)

28. PROFESSIONAL IMAGE MANIPULATION: STUART BLACKLEDGE will allow for limited professional image manipulation (if technically possible) on two images of THE CLIENT'S choice. This includes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamorisation etc. It is understood that if a technicality prevents "STUART BLACKLEDGE" from performing requested image manipulation, or if a technicality prevents the final result to meet THE CLIENT'S requirement, THE CLIENT will reside with the fact that STUART BLACKLEDGE has performed to its best ability with regard to the specific task and that STUART BLACKLEDGE has no further responsibility towards said image manipulation.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

Signed \_\_\_\_\_ (CLIENT RESPONSIBLE FOR PAYMENT)

Signed \_\_\_\_\_ (Witness)

Signed \_\_\_\_\_ (on behalf of STUART BLACKLEDGE)

Date \_\_\_\_\_

**NB Please say how you heard of our services \_\_\_\_\_**