## Stevan Borthwick Photography Agreement terms and conditions



This agreement for wedding photography services is hereby effective and binding from the date it is signed and subject to Terms and Conditions. The parties known as: Stevan Borthwick (Hereinafter referred to as "Photographer") and the couple (Hereinafter referred to as "client")

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Date of wedding:
Start time:
Wedding nackage price: f 800

What's included with this package:

- Coverage of your wedding day (approx. 5 hrs)
- Up to 400 high resolution JPEG images
- Delivery of images within 4 weeks of wedding
- Password protected access to online gallery (via Pixieset website)
- Slideshow with music with highlights with in 48 hours of wedding
- Photographers travel and any accommodation expenses covered in package
- USB drive with digital photographs

#### OWNERSHIP RIGHTS AND RESPONSIBILITIES

Photographer and client agree that unless stated otherwise in this document, Photographer owns any and all copy/reproduction rights. Client grants Photographer consent to use the photographs of Client for editorial, competition, educational and purposes of advertising the photographer's business, to alter the photographs without restriction; and to copyright the images. Such publicity and advertising may include publication on the photographer's website or social media. Client agrees to agrees not to copy or change and photographs taken by the photographer in anyway without permission from the photographer; this includes cropping and colour changes.

Photographer will grant Client an unlimited license to use the images handed over for personal use, including sharing on social media and the creation of albums and prints. Photographer will provide Client with High Resolution JPEG files. Photographer will not provide client with the Raw files. Once Photographer has provided Client with their images, Photographer is no longer responsible for the storage of Client's images.

### **CANCELLATION**

If the Photographer has to cancel for reasons beyond Photographer's control (death, injury, severe illness, etc) their Liability shall be limited to a full refund of all monies paid. In this scenario all effort shall be made by photographer to engage a competent replacement at no extra cost to the Client.

Should the said wedding day be postponed by the Client, then all money paid may be applied to the new wedding day as long as the new date is with in twelve months of the original event date.

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#### **DISCLAIMER:**

Photographer agrees that every effort will be made to provide high photographic services.

In the unlikely event that a catastrophic mechanical failure should occur to the Photographers equipment, and back-up equipment or transport and photographer is unable to provide Client the agreed upon photographic services and/or products, Photographers liability shall be limited to a full refund of all monies paid.

Photographer and Client agree that Photographer is not responsible for damages emotional or otherwise.

Client agrees that Photographer cannot be held responsible for unusable photographs due to distractions from Clients guests and other circumstances beyond Photographers control.

#### **COVERAGE**

Photographer shall be the exclusive photographer retained by Client for the purposes of photographing the wedding. Coverage of approx 5 hours

Prior to or during the event, Client may inform Photographer of subjects which they would like photographed, but the final content of the images is at the discretion of Photographer. The determination of images delivered to Client is at the discretion of Photographer. The final postproduction and editing styles, effects and overall look of the images are left to the photographer.

#### **EXPENCES**

The Photographer will cover all travel & accommodation expenses required by himself for the day of the wedding

## **PAYMENT REQUIREMENTS**

To reserve the wedding date, Photographer requires a deposit of £160. Photographer will not hold any date open without receipt of said payment. Said payment is non-refundable for any reason, except if Photographer cancels this contract. The remaining balance of £640 must be received by Photographer no later than 14 days before the wedding date.

#### TO BE SIGNED BY THE CLIENT

I have read and fully understand the schedule and terms of agreement of this contract and realise that this contract becomes effective immediately upon signing below. I agree that cancellation rates (i.e. the deposit) will apply in case of any cancellation by me.

Signed (Client): _	 	 	
Date:			