

# AMY MURPHY

## P H O T O G R A P H Y



### WEDDING CONTRACT - TERMS AND CONDITIONS

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.

#### **Booking Fee**

The booking fee is 25% of the wedding photography package cost. The Booking Fee secures the time and services of the Photographer for the wedding and is non-refundable and non-transferable in the event of cancellation, thus being the agreed loss suffered by the Photographer due to cancellation. 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.

#### **Payments**

Following payment of the booking fee, balance of fees is dependent upon the payment option packages offered and accepted, but it is understood that no photographs will be delivered until all payments due have been paid in full. Payment for additional images and albums is to be made when they are ordered.

#### **Display**

The Photographer/s may display any photographs included in this contract in his/her studio, website, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows.

#### **Images**

All image sizes are nominal. The Photographer/s 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 fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

#### **Retouching**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

#### **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.

It is a Copyright Infringement to crop or edit, including the removal of the watermarked logo or copyright marking from any images used on any website, social media site, or any other public display medium.

#### **Licence**

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the unknown elements of the weather and the willingness of subjects it may not be possible to capture all the images requested.

Amy Murphy Photography

Tel: 07960 558 737

Email: [contactme@amymurphyphotography.co.uk](mailto:contactme@amymurphyphotography.co.uk)  
[www.amymurphyphotography.co.uk](http://www.amymurphyphotography.co.uk)

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## PHOTOGRAPHY



### **Force Majeure or 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.

### **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.

### **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.

### **Wedding Arrangements**

The details of the wedding arrangements are as detailed on the Wedding Booking Form attached. The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

### **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 becoming due. All cancellations must be in writing.

### **Negatives/Digital Files**

All Negatives/digital files remain the property of The Photographer/s.

### **Complaints**

Any complaints should first be raised by the Client with the Photographer/s in writing within 21 days from the date of receipt of images.

### **Governing Law**

This agreement shall be governed in accordance with the laws of England and Wales.

### **Documents Appended To This Contract**

The following documents are appended to, and form part of this contract;

1. A Signed Wedding Booking Form
2. An agreed and signed Wedding Photograph List
3. Signed Payment Option Plan

The terms of this contract are accepted by:-

CLIENT(S):

DATE:

ADDRESS:

PHOTOGRAPHER:

Amy Murphy Photography

Tel: 07960 558 737

Email: [contactme@amymurphyphotography.co.uk](mailto:contactme@amymurphyphotography.co.uk)  
[www.amymurphyphotography.co.uk](http://www.amymurphyphotography.co.uk)