

## h and d wedding photography | natural, informal memories

1. In consideration of the agreed price (the Package Price), Hampshire and Dorset Weddings Limited (the Company) shall provide photographic coverage (the Services) of .....(the Client)'s wedding on ..... (the Wedding Date) and deliver the products in accordance with the Client's agreed package (the Package) as set out in the Company's price list subject to the terms of this Agreement.
2. A three hundred pound (£300) deposit (the Deposit) must be paid within seven days of the date of this Agreement. The Deposit is non refundable for any reason whatsoever. The Deposit is taken in respect of the Company's administrative costs and for the initial reservation of the Services.
3. The Package Price shall be paid in full no later than three calendar months before the Wedding Date. Failure to make payment in full at this time will release the Company from its contractual obligations, all sums paid to the Company are non refundable and the Client shall be deemed to have cancelled this Agreement pursuant to clause 7 below which shall apply.
4. If the Package Price is paid in full within seven days of the initial booking date the Company will apply a 10% discount. The discount shall not apply to any further orders over and above the Package.
5. The Company reserves the right to vary the Package Price to take into account any change in the cost of supplying the Package and the Services and will notify these to the Client.
6. Notwithstanding any variations in the Package Price as detailed at clause 5 above, on payment of the full Package Price the Client will not be liable to pay any additional sums.
7. The Client may cancel this Agreement at any time in accordance with clause 8 below, but in doing so shall forfeit any monies paid, and where cancellation occurs within six calendar months of the Wedding Date, the balance of the Package Price will be payable immediately in full.
8. The Client shall provide notice of cancellation in writing and accompanied by any further fees payable under this Agreement.
9. The Company reserves the right to assign a photographer to provide the Services at its discretion.
10. In the unlikely event that the assigned photographer is unable to attend the wedding, the Company reserves the right to assign another photographer at its discretion to provide the Services.
11. The assigned photographer shall use their best endeavours to ensure prompt attendance at the designated wedding venue, however, the Company shall not be held responsible for any unforeseen delay in their attendance.
12. The Client shall, at their own cost, provide to the assigned photographer:-  
191 ALMARD, BOURNEMOUTH BH9 1AQ  
07958577150
- 2 -
- 12.1. soft drinks where the provision of the Services exceeds 3 hours; and
- 12.2. a light meal where the provision of the Services exceeds 5 hours.  
It is Client's responsibility to make appropriate arrangements with the venue in this regard.
13. The assigned photographer shall remain at the event until the agreed time.
14. In the unlikely event of a photographic failure the Company shall not be held liable for any consequential loss, including but not limited to loss of expectation.

15. The Company shall use its reasonable endeavours to ensure that the Client receives the products in accordance with the Package by the notified date. However, where products are outsourced to third parties the Company shall not be liable for any loss or inconvenience caused by delayed delivery.

16. The Company reserves the right to charge interest on the late payment of invoices.

17. The Company owns the copyright subsisting in all images created by the assigned photographer in the provision of the Services. The Company hereby grants the Client permission to make prints or otherwise distribute, without profit, images to friends and family. The Client has no right to sell or use the images for any type of marketing without the permission of the Company. The Company reserves the right to use the images in a tasteful manner and for the promotion of its business.

18. The Company shall exercise all reasonable care and skill in the provision of the Services, however, it cannot be held liable for inconsistencies of any images due to natural conditions such as, but without limitation, weather, lighting or the subjects themselves.

19. The Company and the Client confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

20. The Company shall not incur any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance which result from circumstances beyond its reasonable control. The Company shall promptly notify the Client in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

21. Whilst every effort shall be made to ensure that images meet the Package requirements, due to the nature of wedding photography, the Company cannot guarantee that all shots will be possible or that images will be exactly as the Client desires.

22. If the Client fails to notify the Company within 14 days of receipt of the images and products contained in the Package of any complaints which could have reasonably been discovered the images and products shall be deemed to be accepted by the Client free of any defects and the Company shall bear no liability.

..... (The Client)

..... (H & D Wedding Photography)

Dated this ..... day of ..... (month) ..... (year)