



Emd Weddings

Booking Confirmation & Contract Terms / Conditions

Thank you for booking your wedding photography / videography package with Emd Weddings. This document outlines the package you have booked and the contract terms and conditions. We look forward to seeing you on your wedding day. We will be in touch approx 2 weeks prior to your wedding date to discuss last minute preparations. Feel free to call us in the meantime with any questions.

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Northern Ireland Wedding Photographer & Videographer Media Provider





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**Wedding Photography / Videography Contract
Terms & Conditions**

Booking Details:

Date of wedding: _____

Name of Bride: _____

Name of Groom: _____

Brides Preparation Address: _____

Address for Confirmation: _____

Address of Service: _____

Name & Address Reception: _____

Contact Number: _____

Bride: _____

Groom: _____

Landline: _____

Preparation Address Tel: _____

Bride e-mail: _____

Facebook: _____



Introduction

This contract is designed to protect you (the couple) and myself (the photographer / videographer). Its purpose is to lay down in writing exactly what you as a client can expect to receive and what I as a photographer / videographer must provide.

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both parties in writing.

The parties are hereby known as The Wedding Photographer / Videographer (hereinafter referred to as the "Media Provider") and the Bride and Groom (Hereinafter referred to as the "Couple").

This contract for wedding photography / videography services is effective and binding from the date it is signed by both parties in this document.

The Product

The "Media Provider" agrees to be in attendance on the wedding date above and to take Photographs and or Video during the day as stated in the package details listed below.

The "Media Provider" agrees that the couple will be provided with photographic services and videography products as detailed in the appropriate package as will be stated below.

Where those products are no longer manufactured or available from the photographer's supplier, a product of similar specification may have to be substituted of at least equal quality and any difference in price shall be born by the Photographer.

PACKAGE DETAIL / DESCRIPTION OF AGREED SERVICES:

PACKAGE: _____

PRICE: _____

PAYMENT TERMS: _____

ADDITIONAL INFO: _____

The Price

This contract is for the package indicated above.

The couple agree that they are liable to pay the full cost of the wedding package purchased.

A booking fee of £100 will be paid by the couple to secure their wedding date.

All prices quoted are **inclusive** of the booking fee. All prices quoted at time of booking will be honoured, regardless of the actual booked date and whether prices rise or fall. Prices in force at time of booking are those written on this contract, which is accepted by the signature of both parties and the payment of £100 booking fee.



Media Providers Time and Working Hours

The “Media Provider’s” time specified in each package starts from the time the “Media Provider” arrives and continues until the allotted time is up. Unless otherwise agreed at the time of booking, the time may not be split up and must be taken as a single block. Any additional time must be paid for at the rate currently in force as specified in upgrade packages available.

There are no additional extras, mileage charges or price increases. **The couple are however required to provide a meal for “Media Provider” and assistant during their meal time.**

Schedule of Payments

Of the total package price £100 is paid as a booking fee.

100% of the overall package price must be received at least 7 days before the wedding date unless expressly detailed by agreement of the “Media Provider” and stated above in the package details.

The couple agree that failure to comply with the above schedule will release the photographer from his obligations under the contract and that all fees paid will be forfeit.

Booking Process

The wedding photography / videography is only considered booked after a signed contract has been received by both parties and the booking fee of £100 has been paid.

Bookings are taken on a first come first served basis, the first contract and booking fee received will be accepted.

Christmas Ordering

For all album packages, final drafts need to be **approved by the 1st December**. Historically up to 80% of all clients wait until October to submit their image choices creating a peak rush and it is simply impossible to meet this demand in time for Christmas.

Realistically, image choices for albums should be submitted by **1st October at the latest**, but as early as possible. Please order as soon as possible to avoid disappointment!

Force Majeure or Act of God:

The due performance of this contract is subject to alteration or cancellation by the “Media Provider” owing to any cause beyond their control. In the unlikely event of total or part photographic failure, injury or sickness beyond the “Media Provider’s” control, the “Media Provider’s” liability shall be limited to a full refund of all monies paid.

Limitation of Liability and Disclaimer:

The “Media Provider” agrees that every effort will be made to provide high quality photographic And videographic services. In the unlikely event that a catastrophic mechanical failure should occur to the “Media Provider’s” equipment or that the “Media Provider” is unable to provide the couple with the agreed photography services and/or products, or if the quality of the services and/or products is deemed to be substandard by the couple, the “Media Provider” and the couple agree that the “Media Provider” is not responsible for any other consequential damages, emotional or otherwise and that the “Media Provider’s” liability shall be limited to a full refund of all monies paid.



The Couple agree that an entire wedding cannot be replicated, re-enacted or repeated for the purpose of a re-shoot and limits the "Media Provider's" liability to the refund of all monies paid under this contract. Neither party shall be liable for indirect or consequential loss.

Cancellation:

If the "Media Provider's" has to cancel this contract for reasons beyond their control, for example including but not limited to death, injury or sickness, the "Media Provider" liability shall be limited to a full refund of all monies paid.

The client may cancel this contract at any time, subject to the following charges.

1. Cancellation with 12 calendar months or more notice – booking fee only.
2. Cancellation with 6 calendar months notice - 50% of the overall package price.
3. Cancellation with less than 3 calendar months - 75% of the overall package price.

The "Media Provider" recommends that wedding insurance be taken out which will cover all suppliers fee's should the wedding be cancelled.

Complaints Procedure:

In the unexpected case of complaint the couple should raise the complaint with the photographer / videographer in writing within 14 days from the date of receipt of the work. The "Media Provider" will endeavour to respond to any complaint within 5 working days.

Privacy:

The "Media Provider" will store your name and wedding details. These details will not be made available to any individual or organisation other than the "Media Provider" and "Media Provider" staff.

Copyright & Model Release

We the Couple give the "Media Provider" and all licensees and assignees the absolute right to copyright and use the photograph(s) taken at our wedding and any other reproduction or adaptations thereof, in whole or in part, alone or in composite or altered form, or in conjunction with any wording or other photographs or drawings, for advertising, publicity, editorial or any other purpose including use on the Internet and World Wide Web or transmission by any other electronic means.

We the couple understand that we do not own the copyright in the photograph(s), and that we waive any right to inspect or approve the finished use of the photograph(s) and that the copyright of the photograph(s) belongs to the above-named "Media Provider" as per the United Kingdom Copyright Act 1988. We hereby release and discharge the "Media Provider" and all licensees and assignees from any liability whatsoever, by reason of any distortion or alteration or use in composite or other form, whether intentional or not, which may occur in the making or use of the photograph(s).

License to Reprint & Redistribute

Where negatives or high resolution images on CD are provided to the Couple, I the "Media Provider" give the couple license and right to reprint those images and distribute for personal use, including use on a personal website. **They may not be sold or used in any commercial publication or website without the photographers consent.**



Colour Matching:

The “Media Provider” cannot guarantee exact colour matching owing to anomalous reflections caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record digitally the exact colour as seen by the human eye.

Artistic Licence

The “Media Provider” shall strive to accommodate reasonable requests in regard to poses used, locations used and group shots taken. The “Media Provider” shall however be granted artistic licence during the production and post production of the couples wedding photographs. Due to the **vagaries of the weather** and the **willingness of subjects / rules of clergy** it may not be possible to capture all the photographs requested.

The Booking Details

The Couple agree that they are responsible for providing all of the correct details regarding the date, time and each address the “Media Provider” should attend. They also agree they have responsibility to check that all building names, street, road and postcode details match. If the “Media Provider” arrives at a postcode, building, street or road given by the couple, the “Media Provider” will be deemed to have arrived at the correct address. Should the correct postcode be disputed, the correct postcode will be as defined by the Royal Mail.

Signatories:

We, the undersigned parties, hereby warrant that we are competent to contract in our own names. We confirm that we have read the herein agreement prior to its execution and that we are fully familiar with the contents thereof. This agreement shall be binding upon us and our heirs, legal representatives and assigns.

“Media Provider”: (Print) Signature:

Date

Groom: Signature:

Date:

Bride: Signature:

Date:

END OF CONTRACT

