



Terms of Contract

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1, PAYMENTS

Upon your signature, **[Chris Bird Photographer]** will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit of [___] is non-refundable, even if the date is changed or the event is cancelled for any reason, including Acts of God, fire, strike and/or extreme weather. The Reservation Deposit is applied towards the contracted event photography package totalling [_____]. The balance of [_____] is to be paid in full, on [_____] six weeks prior to the day of the event. **Photography will not commence before the invoice is paid in full.** Approximately two weeks prior to the event, clients must finalise with the photographer a schedule of hours, location(s), event Guide and photography shoot list.

2, COVERAGE

Coverage is up to the agreed hours and one event (e.g wedding) between **THE CLIENT** and **[Chris Bird Photographer]**. Extra packages or hours requested by the client will be added to invoice and booked officially through our website along with a meeting to discuss these extra requirements. **[Chris Bird Photographer]** does not hold responsibility for extra requirements not being booked correctly.

The client(s) will be responsible for designating an Event Guide, if desired. The role of the Event Guide is to identify people/objects of whom/which specific photographs are desired, as well as to make certain that these subjects are available when needed. It is recommended that the client(s) develop a list of desired poses, locations, and subjects (family and friends; items; etc.) and share this with the photographer well before the wedding. The photographer will **NOT** be held accountable for not capturing desired photographs if there is no one to assist in identifying or gathering people/items/locations for the photograph(s). The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. **[Chris Bird Photographer]** 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, nor by restrictions placed on the photographer by officials of the church, register office or licensed marriage venues (e.g limitations of where photographs can be taken. **[Chris Bird Photographer]** does not guarantee any specific picture nor to include any specific background, location, props, arrangement, although every effort will be made to interpret the Client's wishes. **[Chris Bird Photographer]** is limited by the guidelines of the ceremony official or 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. **[Chris Bird Photographer]** will offer technical recommendations only.

It is understood that **[Chris Bird Photographer]** will act as the sole and exclusive wedding photographer. **[Chris Bird Photographer]** reserves the right to bring one assistant at his discretion. Since flashes from guests' cameras may ruin shots taken by **[Chris Bird Photographer]**, the client(s) acknowledge(s) that they are responsible for notifying all of their guests that guest photography shall be limited and not at the expense of the professional photographer's work.

Requested photographs will be honoured by **[Chris Bird Photographer]** subject to the following: weather, time permitting, availability and the co-operation of the person(s) concerned.

3, COPYRIGHT

Client(s) acknowledge that all work created under this agreement is the intellectual property of the photographer who shall retain the copyright to the photographs in accordance with the Copyright, Design and Patents Act 1988. Client(s)

agree not to publish the photographs without permission of the photographer. Client(s) may only post images marked for "web" or "internet" on Flickr, Twitter, MySpace, Facebook or any other social networking website. Client(s) may not post full resolution images online. Client(s) also agree not to digitally manipulate the Work for public viewing (wedding message board, social networking website or public photo galleries) and include a photo credit of "Photo By: [©Chris Bird Photographer]" with each image posted. Client(s) will have unlimited personal use of the photographs at any time for no additional fee. Client(s) give permission for the photographer to use the work for publication, display, advertising promotion and other uses. The Client(s) hereby acknowledges that infringement of [Chris Bird Photographer] copyright is unlawful and may be a criminal offence. [Chris Bird Photographer] accepts no responsibility for the quality and colour reproduced from third party printers of images taken from Copyright free images supplied, due to variations in paper and third party printing processes and profiles.

While the photographer takes the utmost care with respect to exposure, processing and delivery of photographs, in the event that the images become lost, stolen or destroyed, for reasons within or beyond the control of the photographer, liability is limited to a refund of retainer and payment received. The limit of liability shall not exceed the contract price stated herein. [Chris Bird Photographer] will not be held responsible for any ruined photographs due to guests' (or any other); or any other ruined photographs due to any other cause in or outside of [Chris Bird Photographer]'s control.

4, CANCELLATION

In the event that Chris is unable to photograph your wedding due to: illness, emergency, accident, or Act of God, every effort will be made to find a suitable photography replacement. If a replacement is unavailable, the payment(s) made to [Chris Bird Photographer] will be refunded in full, and return of the payment(s) shall be the entire obligation under this contract. No other damages or guarantees of any kind are recognised or warranted.

In the event that **the client(s)** reschedule the wedding/event and [Chris Bird Photographer] is able to rebook the original wedding/event date, [Chris Bird Photographer] will amend the wedding/event date in this contract and client(s) will receive credit for all monies paid up to the date client(s) requests the wedding/event be rescheduled. In the event that **the client(s)** reschedules the wedding/event and [Chris Bird Photographer] is **NOT** able to rebook the original wedding/event date, [Chris Bird Photographer] will amend the wedding/event date in this contract and client(s) will forfeit the Reservation Deposit of the original date, but receive credit for all other monies paid up to the date client(s) requests the wedding/event be rescheduled. Client should note that a new Reservation Deposit will be applied towards their rebooked different day and will be to secure their day following the rest of the monies 6 weeks before the event. In the event that **the client(s)** cancel the Wedding/event outright, Client will forfeit all monies paid up to the date client(s) notifies [Chris Bird Photographer] that the wedding/event is cancelled. Cancellation must be in writing (print or email) even if a phone call was made to inform [Chris Bird Photographer] of the cancellation so no further charges are liable.

5, CLIENT RELEASE FORM

The bearer of this notice (**THE CLIENT**) has purchased high-resolution digital files from his/her photography session with [Chris Bird Photographer]. Bearer is hereby granted permission by [Chris Bird Photographer] to reproduce the images and make an unlimited number of prints, for personal use only. This permission applies worldwide. Bearer agrees that he/she may not use any of [Chris Bird Photographer] images for commercial or editorial purposes, or enter any [Chris Bird Photographer] images into competition without the express written permission of [Chris Bird Photographer]. [Chris Bird Photographer] retains the copyright to all images (see **section 4** of contract regarding copyright).

6, MODEL RELEASE

The Client hereby grants [Chris Bird Photographer] and its legal representatives and assigns, 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 and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. **The Client** hereby releases [Chris Bird Photographer] and his legal representatives and assigns from all claims and liability relating to said photographs. [Chris Bird Photographer] will ask permission from **the Client** to publish a photograph, and **the Client** has the right to refuse publishing.

7, WEATHER AND/OR DELAYS

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the photographer, in co-operation with **the Client**, will make the necessary changes to the schedule and will do his best to produce coverage of the wedding within the time allocated to him. Similarly, when delays occur due to circumstances outside his control, the photographer will stay on beyond the agreed time but may charge a small additional fee for extra time involved.

8, PRIVACY

[Chris Bird Photographer] will store your name and event/wedding details on this printed filled out contract and a private internal database. These details will not be made available to any third company. Subject to the release granted under Condition 5 above **[Chris Bird Photographer]** will not use your or the wedding couple's personal details without your/their prior consent.

9, COMPLETION SCHEDULE

Digital processing and supply of final jpeg files on your password protected gallery takes up to 8 weeks after your event. After the photographs have been supplied on the online gallery you'll be asked to select which ones you would like for your 20 6X4 Prints and 1 image for the 8 X 10 Framed Image (subject to event/wedding package selected).

CLIENTS are given a final date of completion via email.

10, DELIVERY TIMES

Online Photographs: Photographs will be uploaded to your online gallery within 8 weeks from the wedding day.

USB Memory Box: [Chris Bird Photographer] will deliver jpeg files on your USB at the same time as your chosen prints. (This time period varies on the client to when YOU let **[Chris Bird Photographer]** know your chosen prints selection you receive as part of your collection). This will also include your HD Photo film. **On your day Box:**

Photographs will be delivered after our lunch break/your sit down meal on your wedding day itself. All clients will receive a final date of completion for your finished online gallery and a mutual agreement date will be arranged to deliver your USB Memory Box. If you are not local this will be posted special delivery next day signed for.

11, ALBUMS

[Chris Bird Photographer] will supply a £50 voucher towards a Folio Album which can be selected from [Chris Bird Photographer] product brochure provided in the welcome pack. This is valid from up to 1 year from the wedding date and can not be used after. Full cost will be invoice for any albums after the date agreed on your voucher. A minimum cost of an album is quoted in our product brochure, however the type of album, number of spreads and any variations that the Client makes over and above that originally will be charged at the rate current at the time of commission, and will be included in the final invoice. Once **[Chris Bird Photographer]** receives the list of the images to be included in the album. The first design will take 2-3 weeks. Three rounds of amends are included in the album cost; subsequent amends will be charged at an hourly rate (£25 per hour). Once the design is signed off creation of a wedding album takes up to 12 weeks. **[Chris Bird Photographer]** will notify you of any potential delays. No alterations can be made after this. No refunds can be given after work has been approved as we hand the responsibility over to our supply. Depending on time of year albums can take up to 12 weeks from ordering to delivery.

12, RETOUCHING/ EDITING (PHOTO-MANIPULATION)

[Chris Bird Photographer] will edit all photographs in a natural style of editing with no heavy manipulation in Black & White and Colour. If you would like a photo-manipulation doing of someone being removed or any other manipulations will be charged at a cost amount depending the work required as this is extra to the initial wedding package agreed.

13, ARTISTIC STYLE

You acknowledge that you have reviewed **[Chris Bird Photographer's]** portfolio and are requesting services with knowledge of the Chris Bird Photographer style; that [Chris Bird Photographer] work is constantly evolving; that **[Chris Bird Photographer]** services are of an artistic nature; that the photographs may be different from photographs taken by **[Chris Bird Photographer]** in the past; and that in creating the photographs, the photographer shall use his personal artistic judgement to create images consistent with his personal view of the event, which vision may be

different from yours and/or the subject's vision of the event. Some Photographs work better in Colour than Black and White and it is not guaranteed that every single image will be supplied in both as some don't work. The majority of images are provided in both tonal and colour. Accordingly, the photographs shall not be subject to rejection on the basis of taste or aesthetic criteria. **[Chris Bird Photographer]** will endeavour to honour requested photographs but cannot and does not in any way guarantee that any specific background, location or group arrangement will be photographed.

14, EXCLUSIVITY/GUEST PHOTOGRAPHY

It is understood that [Chris Bird Photographer] will act as the sole and exclusive event/wedding photographer. **THE CLIENT** accepts **[Chris Bird Photographer]** can accept no liability for negative impact caused by guest photography. The formal photography time is for the exclusive use of [Chris Bird Photographer] 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 during this time, and no liability for negative impact caused by guest photography can be accepted during this time. Whilst family, friends and other guests may take photographs throughout the day, you acknowledge that shots taken by **[Chris Bird Photographer]** can be ruined by guest photographers/videographers (e.g. due to flashes from other cameras, sudden obstruction caused by guest photographers/videographers moving get a key shot and distraction of competing cameras causing subjects in group photographs to be looking in different directions), Accordingly **[Chris Bird Photographer]** will not be held liable for any shots unavailable because of interference from guest photography.

15, STOCK SUPPLIES

THE CLIENT understands that USB and Presentation Box Style and the 'On Your Day' Box from **[Chris Bird Photographer]** can vary in style and colour depending on our suppliers stock.

16, COLOUR MATCHING AND SIZES

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, **[Chris Bird Photographer]** will endeavour to achieve a pleasing overall colour balance based on natural flesh tones. It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printed is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

17, FOOD AND DRINK

It is agreed by **THE CLIENT** that for any wedding over 4 hours they will provide a suitable hot meal for the **[Chris Bird]** and his assistant to be consumed at the same time that the guests sit for their meal (this does not have to be the same as what you and your guests eat or be eaten with the guests). This is so we do not have to leave the venue to find some hot food. I leave the room during your wedding breakfast so whilst you are eating myself and assistant will leave the room you and your guests are eating in to be receive our hot main course in a separate room/area. We have our break whilst your eating during your wedding breakfast (up to 1 hour break) We do not photograph during meal time or any of people eating. We will confirm time for speeches or the next event after the sit down meal.

18, SIGNATURES OF CONFIRMATION

It is mutually agreed that the following terms and conditions form an integral part of this contract/invoice and that no variation or modification of this contract shall be effective unless accepted by **[Chris Bird Photographer]** (also called "the Photographer") in writing. This Contract incorporates the entire understanding of the parties and their expectations on both sides. Any modifications of this Contract must be in writing and signed by both parties.

To confirm your booking and acknowledge acceptance of this contract, please print and sign your names,, the date of signature, and return one copy to **[Chris Bird Photographer]** in the pre-paid envelope provided within your welcome pack. It is recommended you keep or do a copy of the Terms and Conditions for your records and keep in your welcome pack.