



JON O'CONNELL PHOTOGRAPHY

Wedding Photography Contract

The contract is between the photographer and the client as detailed below:

The Photographer's name: Jonathan O'Connell

The Client's name: _____

Address: _____

Contact telephone number: _____

1. A Summary of the Contract

The photographer is responsible for providing for the client a photographic service and products as detailed in section 2 ('coverage'). The client undertakes to engage the photographer for this coverage for the price as detailed in section 3.

2. The Coverage

Coverage will be provided by the photographer as follows:

Wedding date:

Coverage to commence at:

Coverage to finish at:

Wedding location:

Other locations where coverage is required:

Product package included in the coverage:

Engagement shoot to be included: **Yes/No**

The photographer cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other members of the wedding party not being ready on time, nor by restrictions placed on the photographer by officials of the church, registry office or licensed marriage venues.

The photographer does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the client's wishes.

The 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. Jon O'Connell Photography will offer technical recommendations only.

3. Payment Arrangements

The client will pay the photographer a total fee of £ _____ (price of package) subject to the following terms:

A £ _____ (**approx 25%**) booking fee to secure the date and payable on execution of this agreement. This booking fee is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of £ _____ (**remaining balance after booking fee**) is to be made no later than one month before the date of the wedding.

A receipt/invoice will be provided once the booking fee has been received detailing all services that will be offered which have been discussed with the client, dates, times, locations and the date in which the remaining balance needs to be paid.

Cancellation less than 12 weeks before the date of the wedding will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

Any additional payments for albums, images on discs and other services are to be made when that order is placed.

Prices for orders placed over one year after the date of the wedding may be subject to change. This includes orders that are part of the initial wedding package e.g. the bride and groom's album.

4. Copyright

The entire copyright of the photographs is retained by the photographer at all times throughout the world. Where a disc of photographs has been provided to the bride and groom as part of their wedding collection, these photographs may be printed, and displayed online, for personal but not commercial use.

The photographer retains the right in all cases to use the photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

5. Image Size, Colour, Style and Composition

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record on film or in print the exact colour as seen by the human eye. There is no right to reject on the basis of style or composition.

6. Attendance

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another photographer to attend on his behalf to undertake the photography.

The location of the engagement/pre-wedding portrait shoot is within 20 miles of 'location x'. Otherwise, a charge may apply.

7. Indemnity

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he was responsible in respect of third party copyright works, trade marks, designs or other intellectual property.

The photographer shall only be responsible for obtaining such clearances if this has been expressly agreed before the day of the wedding. In all other cases the client shall be responsible for obtaining such clearances and will indemnify the photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

7. Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstances, 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.

9. Weather and/or Delays

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather, the photographer, in cooperation 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.

10. Requested Photographs

The photographer will honour requests for specific photographs subject to the following: Weather and time permitting; availability and the cooperation of the person(s) concerned. All such requested photographs must form part of the client's final wedding order.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Signature of photographer: _____ Date: _____

Signature of Client (Groom): _____ Date: _____

Signature of Client (Bride): _____ Date: _____