

Booking Form



Wedding Date

BRIDE/GROOM DETAILS

Name

Address

Telephone (Home)

Telephone (Mobile)

Email Address

BRIDE/GROOM DETAILS

Name

Address

Telephone (Home)

Telephone (Mobile)

Email Address

LOCATION BEFORE CEREMONY

Address

Telephone

LOCATION BEFORE CEREMONY

Address

Telephone

CEREMONY

Venue

Address

Time of ceremony

Contact Name

Telephone

RECEPTION

Venue

Address

Time to sit down

Contact Name

Telephone

COVERAGE REQUIREMENTS

QUANTITY

SUB TOTAL

Standard Documentary Coverage (6 Hours, 6X4 Prints, High Res Copyright Free CD) **£895**

1

£895

Additional Documentary Coverage (Up to Additional 6 Hours, Includes Additional 6X4 Prints and CD) **£150/Hr**

TOTAL

Please return form and £250 deposit to secure your date. Balance required no later than 1 month before your wedding date. I hereby request Down Photography to photograph my wedding as detailed above.

I have read and understood the attached terms and conditions and agree to abide by them.

I understand that the terms of this agreement cannot be changed unless agreed by Down Photography in writing.

I realise that this contract becomes effective immediately and agree my retainer fee is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights and credit card issuer protection are not affected).

BRIDE/GROOM

Signed

Date

BRIDE/GROOM

Signed

Date

SIGNED FOR AND ON BEHALF OF DOWN PHOTOGRAPHY

Signed

Date

Terms & Conditions

Documentary Wedding Coverage



In the following conditions of contract "the photographer" shall mean Chris Nelson or, subject to condition 8 below, any photographers appointed by Chris Nelson. "The client" shall be those whose name appears on the contract. If the client arrange for a third party to meet the costs of this contract the contract remains with the client. The due performance of the contract is subject to the conditions below. These cannot be varied in any way by the client unless such conditions are expressly agreed by the photographer in writing.

1. Copyright

The Copyright, Designs and Patents Act 1988 assigns the copyright of the images to the photographer and they may not be reproduced in any manner without the photographer's explicitly written permission. Upon purchase of high resolution files, limited copyright ownership of the resulting images is allowed to the client under the following conditions:

a) The files are the property of the client for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives.

b) The client must obtain written permission from and compensate the photographer prior to the client or its friends and relatives publishing or selling the photographs for profit.

2. Display

The client hereby allows the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites and other such material, providing that the images used are used lawfully and without damage to the client. The client grants the photographer permission to enter selected images into photographic competitions and release all claims to profits that may arise from use of images. The photographer will endeavour to notify clients before images are used.

3. License, Coverage and Reproduction

a) The photographer shall be granted artistic license in relation to the poses photographed and the locations used. The photographer's judgement regarding the location, poses and number of photographs taken shall be deemed correct.

b) Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the client's requirements. On the day the photographer will not take pictures that are requested by anyone other than the client.

c) The bride and/or groom agree to set aside three minutes per requested individual or group photo after the wedding ceremony to gather people for photographs. If the bride's or groom's late arrival, or other people, prevents all the desired images from being taken the photographer shall not be held liable for lack of time to take desired photographs.

d) The photographer shall endeavour to photograph all individuals as requested by the client at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.

The photographer recommends that the client designate an 'event guide' to point out important individuals for informal or candid photographs to the photographer during the wedding that they wish to have photographed.

e) For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the minister or official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts or even all of the ceremony may be restricted or prohibited. Negotiation with the officials for moderation of guidelines is the client's responsibility. The client are strongly advised to check with the appropriate authorities before signing this contract.

f) For a wedding or other event booking the photographer shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of the event, some moments might not be recorded, or not recorded for logistical reasons.

g) The chosen hours of coverage start when the photographer arrives at a site to start setting up equipment. This starts 30 minutes before the couple wants the first picture taken. The coverage ends when all equipment deployed has been packed away.

h) Please note that any alterations made to the booking by the client once details have been confirmed may only be made at the discretion of the photographer and in some circumstances (such as the change of ceremony date for a wedding) the photographer may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer are not liable to compensate the client in any way whatsoever.

i) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic paper.

j) It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.

k) Due to the limitations of computer monitors it is understood that (1) images appear differently according to the specification of each monitor and (2) prints will not match images rendered on any particular computer monitor.

l) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer.

m) The photographer does not provide proofs or preview photographs. All the pictures taken on the day will be included in the main wedding album apart from blinks, duplicate pictures, and any other images considered not being appropriate to the coverage.

n) Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.

o) Where images are made available for use on a DVD player reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players particularly older models.

4. Pre-event Consultation

The parties agree to a pre-event consultation before the event date in order to finalise the actual shooting times, locations and to deliver the client's request list (in writing) for specific photographs to the photographer.

5. Prices

a) Where the wedding date is no more than 12 months after the date of signing the contract, all photographic services undertaken on the wedding date are supplied at the prices ruling on the date of signing of the contract. All reprint orders are supplied at the prices ruling at the time of receipt of the order.

5. Prices continued

b) The client will be liable to pay any additional expenses incurred by the photographer not already included within the contract price.

This includes for example access fees charged by some venues, and dispatch of prints, discs, albums, and other products to non-UK addresses.

6. Payments

a) A non-refundable retainer of £250 (paid by cash, cheque, bank transfer or credit card) along with a completed booking form will confirm your booking. The retainer is only valid for one date and cannot be transferred to any other date. The retainer forms part of the total cost of the package (i.e. it is NOT in addition to the cost of the plan) and is deducted when calculating the final balance due. The retainer is refundable during your statutory 14 day "cooling off" period. Payment for the photographic coverage is due in full NO LATER THAN 28 DAYS prior to the contracted date. You must allow sufficient time for cheque clearance. Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client.

b) All persons paying either retainer or full payment agrees in the principles of this agreement and is bound by its contents as either a signed or unsigned contract.

c) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing and rendering of images, high-resolution digital files, high resolution long term galleries, and any other services ordered after the event.

d) Title to all goods remains with Down Photography until paid for in full by the client.

7. Complaints

Any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames and any other special services that have been agreed.

8. Force Majeure

a) The due performance of the contract is subject to alteration or cancellation by the photographer owing to any cause beyond their reasonable control (e.g sudden illness/injury/victim of crime).

b) The photographer will make every effort to secure a replacement photographer in the event that they are not able to attend your booking due to clause 8a). However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

c) In the event of cancellation by the photographer, or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) - the photographer will not be responsible for costs in order to stage re-shoots. The photographer's liability shall be limited to a full refund of any deposits and fees paid.

9. Negatives and Digital Files

a) The negatives and digital files shall remain the property of the photographer and shall be kept by them for not less than 24 months from the wedding date at one site.

b) Should negatives and digital files be lost, damaged or destroyed the photographer liability shall be limited to a pro-rata refund of fees paid, but shall not include a refund for any goods already supplied.

No refund will be due for any negatives or digital files lost, damaged, or destroyed after 24 months from the date of the wedding.

c) All orders should be placed with the photographer before the end of a three month period starting at the wedding date. The photographer will not be liable for failure to produce any orders placed after this time.

10. Cancellation Fees

If the client should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

a) Cancellation within two weeks of booking and more than three months to go until the wedding date, the non-refundable retainer - see clause 6a above.

b) Cancellation with less than three months to go until the wedding date, full price for the complete photographic coverage booked, but no charge for any optional extras (unless you were advised otherwise at the time of booking).

c) Where the photographer is able to re-book the date with an equivalent booking, then the cancellation fee will be reduced to the non-refundable retainer only and any additional cancellation fees already paid will be refunded accordingly.

11. Placing an Order and Receipt of Goods

a) Any alterations to orders must be notified either by phone or e-mail and confirmed in writing (sent by Royal Mail Special Delivery) within three working days of the order being placed. The photographer will not be held liable for any costs incurred due to alterations to the order made by the client after this time. E-mail is not a reliable method of notification due to the unpredictable operation of message scanners.

You MUST request and receive a confirmation by email if you choose to use this method.

b) The main wedding image print order may take up to six weeks to complete. Where you choose to design your album through the photographer you will be notified of the estimated completion date on a case by case basis.

c) The photographer must be notified either by telephone or email and confirmed in writing (sent by Royal Mail Special Delivery) within three working days of the client being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.

d) Due to the nature of the product the photographer is unable to give exchanges or refunds. This does not affect your statutory rights.

12. Privacy

The photographer may store your data on a private internal database.

This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

13. Governing Law

Any contract made between the photographer and the client shall in all respects be governed by and construed in accordance with Northern Irish Law and the parties hereto submit to jurisdiction of the Northern Irish courts.

14. Insurance

The client is hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.