



# Katy Brothers

— WEDDING PHOTOGRAPHY —

## CONTRACT

I undersigned understand and agree to the following terms and conditions

### **Fees and booking details**

A non-refundable booking fee of 25% of the full package purchased as well as full acceptance of the terms and conditions here published secures the time and services of the photographer for the wedding and is non-refundable or transferable in the event of cancellation. Payment in full of the remaining balance will be due one calendar month before the wedding day. Weddings that are postponed to a later date will retain the fee if the photographer can re-schedule and may be subject to a re-booking charge. It is agreed that the terms set out on the booking form is the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### **Wedding arrangements**

The details of the wedding arrangements are to be agreed beforehand at the pre-wedding consultation. The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledged in writing.

The client understands and accepts that the photographic coverage will be as the photographer's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. Any special requests not notified on the booking form must be made by the client to Katy Brothers Wedding Photography in writing.

### **Cancellation**

The client may cancel this contract by email and phone call to the photographer with at least 30 days' notice. In doing so the client shall forfeit any monies paid. If Katy Brothers Wedding Photography has to cancel this contract for reasons beyond her control, (death, injury, sickness etc.), their liability shall be limited to a full refund of all monies paid.

### **Limitation of Liability**

In the unlikely event that Katy Brothers Wedding Photography is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of Katy Brothers Wedding Photography, then she will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the contracted event.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Katy Brothers Wedding Photography's control, including but not limited to camera, hard drive, or equipment malfunction, Katy Brothers Wedding Photography liability is limited to the return of all payments received for the contracted event. Partial Delivery of images will result in a partial refund to cover the work completed at half the hourly rate.

Katy Brothers Wedding Photography is not liable for the loss of images once the final delivery of all products has taken place. Neither party shall be liable for indirect or consequential loss.

## **Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. 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. All reasonable attempts to prevent and/or recover photographs will be taken.

## **Complaints**

Any complaints should be raised by the client with Katy Brothers Wedding Photography, in writing, within 28 days subsequent of the final delivery of all products.

## **Privacy**

Katy Brothers Wedding Photography will store your name and wedding details on a private internal database. These details will not be made available to companies or individuals outside of Katy Brothers Wedding Photography.

## **Images**

Katy Brothers Wedding Photography will provide a pleasing colour balance but cannot guarantee exact colour matching as it is sometimes impossible to record photographically the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the 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. Images will be supplied via digital means as download files and available on a website secured client album. It should be noted that you are strongly advised to immediately copy/backup your wedding photographs from this download to a suitable computer/storage device. Digital media has a limited lifespan therefore any storage device cannot be guaranteed indefinitely, and the website secure client album will be available for up to 6 months after the release date. Also, please note that Katy Brothers Wedding Photography are under no obligation to keep copies of your images once released.

## **Number of Images**

Although Katy Brothers Photography will do their best to produce more images than discussed with the client, there is no guarantee that any particular number of images will be produced. All images captured are primarily for creating a wedding album. All images presented to the client are FINAL SELECTION, any other images will not have passed the quality control and therefore will not be processed or released to the client – EMPHASIS SHOULD BE LAID ON THIS POINT. No RAW or unedited files will be released.

## **Retouching**

Katy Brothers Wedding Photography will (as a minimum) perform a standard amount of retouching to take the photographs to a quality which she considers to be appropriate. If additional retouching requests are made, in writing by the client, a re-quote will be issued.

## **Special Requests/ additional coverage**

The client understands and accepts that the photographic coverage will be as the photographer's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. Any special requests not notified on the booking form must be made by the client to Katy Brothers Wedding Photography in writing. If additional coverage is supplied, images taken during this time will be released on payment.

## Copyright and digital files

Supplied digital files remain the copyright property of photographer. Katy Brothers Wedding Photography allows the client to store/share/copy/print all images for personal/friends/family use only, subject to no commercial or financial gain. Please refer potential business use back to Katy Brothers Wedding Photography to gain the correct copyright permissions.

## License

Katy Brothers Wedding Photography shall be granted complete artistic License including in relation to the poses photographed and the locations used. The photographer(s)' judgement regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather, timings and the willingness of subjects it may not be possible to capture all the images requested.

## Display

The client hereby allows Katy Brothers Wedding Photography to display any images included in this contract in their studios, portfolios, literature, website, wedding exhibitions and direct/indirect advertising. No use of the images will be made by Katy Brothers Wedding Photography for other commercial reason except with the written permission of the client.

Please tick the boxes to accept terms...

I hereby grant Katy Brothers Wedding Photography permission to share my **engagement images** digitally and in print for advertising purposes

I hereby grant Katy Brothers Wedding Photography permission to share my **wedding images** digitally and in print for advertising purposes

**By signing this form, I agree I have read and fully understand the schedule and terms of agreement of this Contract shown above and realise that this contract becomes effective immediately.**

Date \_\_\_\_\_

\_\_\_\_\_  
Client name

\_\_\_\_\_  
Client name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Signature

