

elm studios

photographers Est^d 1967

30, St Peters St, Ipswich, Suffolk, IP1 1XB.

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PLEASE COMPLETE THESE FORMS AND RETURN THEM WITH A DEPOSIT OF **£ 200**

Name of Bridegroom	Parents present at wedding :
Address	(tick)
	Both
	Mother only
	Father only
Postcode	Email :
Phone (Home)	(Work)
	(Mobile)

Name of Bride	Parents present at wedding :
Address	(tick)
	Both
	Mother only
	Father only
Postcode	Email :
Phone No (Home)	(Work)
	(Mobile)

Date of wedding	Time	Length of service
Name of Church, Registry Office (or other) and location.		We often use photographs for our brochures, website, window displays and other promotional material and advertising. (We do not sell them or allow use by third parties) Please put an "X" in the box if you do not want us to use your pictures in this way.
Name of person officiating (if known)		
Name of best man.		Special instructions (to be completed by the photographer)
Number of Bridesmaids (please give ages of any under 10 years)		
Address at which reception will be held.		
Approximate number of guests at ceremony.		
Print for Evening star Yes / No		
<small>The above addresses will be used for publication unless otherwise requested</small>		
Service selected :	Deposit Paid :	

BALANCE TO BE PAID ON COLLECTION OF PROOFS

This form must be completed by the Bride or Groom or someone authorised by them.
 Elm Studios Ltd cannot be held responsible for errors due to inaccurate information regarding times, dates and locations.

CONTRACT FOR WEDDING PHOTOGRAPHY

By this contract between -----Elm Studios----- (hereinafter called 'The Photographer')

And----- (hereinafter called 'The Client')

It is mutually agreed that the Photographer/s shall provide services and/or goods as specified and that the Client shall pay the Photographer/s the amounts due for the said services and/or goods on the due date set out below

PHOTOGRAPHERS SCHEDULE AS ATTACHED

Wedding ceremony to be held on ----- (day) -----(date) -----(month) -----(year)

At ----- am/pm at -----

----- (venue)

Photographer to complete the sections marked*

It is agreed that the following terms set out 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.

1. Booking Fee*

A **non-refundable** fee of £200.00 (the Booking Fee") is charged when The Client signs this contract. The Booking Fee is deducted (in full) from the total price as calculated by totalling fee Due and Album figures as detailed: the Schedule ("the Price")

2. Payments*

Following payment of the booking fee 50% of the remaining balance is due to be paid 14 days before the wedding and the balance on collection of the proofs. Payment for additional images is to be made when they are ordered for the prices stated upon order. Additional images are not included in the Price.

3. Display

The Client hereby allows The Photographer/s to display any image/s included in this contract in their studios, portfolios, literature, wedding exhibitions and advertising. No use of the images will be made by The Photographers/s for other commercial reason except with the written permission of The Client. For the avoidance of doubt all copyright in the Photographs will be owned absolutely by the Photographer.

4. Images.

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by the combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film the exact colour as seen by the human eye.

5. Retouching

Retouching, digital manipulation and artist finishing is available to the Client as an optional extra for an additional price to be agreed.

6. Reorders.

All reorders shall be treated as an extension of the contract and will be charged for at the Photographers prices prevailing at the time of reorder. No responsibility for error will be accepted unless orders are given in writing.

7. Copyright.

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of the Photographer/s in writing.

8. Licence.

The Photographers/s shall be granted artistic licence 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 deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested by the Client.

9. Force majeure or Act of God.

The due performance of the contract is subject to alteration or cancellation by either party owing to any cause beyond their reasonable control.

10. Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of the contract by either party or in any other circumstance the liability of one party to the other shall be limited to the Price. Neither party shall be liable for indirect or consequential loss.

11. Cancellation*

The Client may cancel this contract at any time by giving written notice of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the Price. Neither party shall be liable for indirect or consequential loss.

If the client notifies the Photographer/s that they wish to cancel the contract at any time within 3 months of the date of the wedding then the amount of compensation that they shall receive shall be calculated as a proportion of the price in accordance with the table below (detailing the amount of the whole price refunded to the client)

(0-7) days	0%	(8-14 days)	5%
(15-30) days	10%	(30-60 days)	20%
(60-120) days	50%	(more than 120 days)	100%

Put plainly, if you cancel at short notice you are still liable to pay the whole package price. If you give more than 120 days notice you are not liable for any further payment. The % above show the amount we will take off the whole package price depending on how much notice you give us.

In the event of cancellation of this contract all booking fees paid are non-refundable.

12. Complaints.

Any complaint should first be raised by the Client with the Photographer/s in writing within 21 days from the date of receipt of images. After 21 days of receipt of the images the Client will be deemed to have accepted them.

13. Negatives/Digital Files These remain the property of the Elm Studios. They shall be stored for a minimum of 2 years after which they may be disposed of.

I have read and undertake to abide by the attached schedule and terms of agreement - I enclose a non-refundable booking fee

Signed ----- (Bride / Groom / Other) Date -----/-----/-----

Print name -----