In the following terms & conditions, "the photographer" shall mean Gail Timms trading as BeeBeau Photography. "The clients" shall be those persons defined on the final page of this contract. 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. It supercedes all prior and simultaneous agreements between both parties. Future amendments must be agreed between the clients and photographer.



**Booking Fee / Deposit Payments**

A booking fee of £250 as well as full acceptance of the terms and conditions set out in this contract, secure the time and services of the photographer for the wedding and is non-refundable or transferable in the event of cancellation. The booking fee will be deducted from the cost of the clients’ chosen package when calculating the final balance due. Payment in full of the remaining balance will be due six weeks before the wedding day. A written reminder will be sent eight weeks prior to the wedding day. Weddings that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

**Wedding Arrangements**

The details of the wedding arrangements are to be agreed beforehand in writing. The client shall notify the photographer of any changes to these details in writing. The photographer cannot be held liable for delays or disruption in delivery of the service until any changes are received, and acknowledged in writing. The photographer will send written confirmation of the arrangements six weeks before the date of the wedding. The client is welcome to meet the photographer in the week before the wedding to discuss details. In either case, the photographer will phone to confirm a few days before.

**Co-operation**

The clients agree to communicate with the photographer throughout the day and to specify a best man or usher to the photographer to help organise group photos. The client also agrees to give the photographer sufficient warning of key events at the wedding to give the photographer time to prepare e.g. bouquet throwing, cutting the cake, speeches etc. Please note that not all guests at weddings like having their photo taken. In such cases, the photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

It is best to confirm with your wedding venue the approval for Professional Photographs during the service.

**Food**

The clients agree to provide a meal for the photographer, served at the same time as the wedding meal if no facility to purchase her own.

**Other guests**

There will no doubt be other guests at the wedding who will want to take photos. Whilst consideration of this will be taken by the photographer, she must not be hindered in taking photos and cannot be held responsible for certain photos not being taken if guests obstruct.

**Cancellation**

The clients may cancel this contract at any time by giving written notice to the photographer, but in doing so, shall forfeit any monies paid by way of a deposit. Cancellations with less than 12 weeks notice shall be forfeit to 50% of total. Cancellation less than eight weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

**Display**

The clients allow the photographer to display any photograph covered by this contract and to promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

**Images**

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 or enough light in the area and the photographer cannot accept responsibility for any obstructed view should this be the case.

**Re-touching**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The photographer's judgement regarding these corrections, and the number of images put forward to the clients for preview, shall be deemed correct.

**Delivery**

The photographer will deliver the edited images to the client. The final images will be delivered on USB disk at the same time as any albums, should they have been ordered. Some images will be duplicates in different finishes. No unedited images will be delivered. The photographer will endeavour to deliver the finished product within four weeks but could take 6 at busy times of the year.

**Copyright**

The photographer owns the images in accordance with The Copyright Designs and Patents Acts 1988. In the case of the clients receiving digital copies on disk, permission is given to print, send copies to friends and family and share on social media. The clients cannot submit images to magazine, websites, newspapers etc without prior authorisation, nor can they be sold for commercial gain of any kind.

**Licence**

The photographer 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. Because of the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested by the clients.

**Force Majeure**

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.

[**Attendance**In](http://www.beebeau.co.uk) the unlikely event of the photographer being unable to attend your wedding due to unforeseen circumstances, I reserve the right to appoint another photographer to attend your wedding on my behalf to undertake the wedding photography to his/her best ability. Alternatively, the client can choose to have a refund limited, to the value of the contract.

**Limitation of Liability**

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

**Personal Accident**

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said person’s own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

**Governing Law**

This agreement shall be governed in accordance with the laws of England and Wales.

|  |  |
| --- | --- |
| **Clients name and address** | **Telephone:**  **Email:**  **Mobile:** |

***I have read and understood the terms above. I hereby agree to the terms of this agreement.***

**Date of wedding: Venue Time**

**Package:**

**Agreed cost:**

**Agreed deposit:**

Signed by BeeBeau Photography –

Date - \_\_\_\_\_\_\_\_\_\_

Signed by Clients

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date - \_\_\_\_\_\_\_\_\_\_