

Dominic's Photography - Wedding Booking Form

The first payment is a £150 deposit that will confirm your booking. The balance of the fee is due one month prior to your wedding date and will be invoiced based on the details you give on this form. If you have questions please call 07710 589538 or email dominic@dominicsphotography.co.uk

*Your Names	
*Address	
*Contact Tel. Nos.	
Email Addresses	

Wedding Books/Albums

Product	Details	Fee
Total:		

Wedding Details

*Date of Wedding	
*Location of Wedding	
*Time of Wedding	
*Location of Reception	
*Time of Reception	
No. guests at ceremony (approx.)	
No. additional guests arriving later (approx.)	
Additional Notes: Include a separate sheet if necessary	

Dominic's Photography - Wedding Booking Form

Terms & Conditions

Bookings are accepted only when you have submitted this fully completed form. (Areas marked with * must be completed). By signing this form I am agreeing to the Terms and Conditions of Dominic's Photography as stated in the Terms and Conditions document I have received and to the following:

Payment Terms and Marketing

A deposit cheque of £150 payable to **Dominic's Photography** and this completed booking form is required to confirm booking. This is non-refundable, however the date of your booking may change subject to my availability. Cancellations that are less than 3 months prior to the wedding date are chargeable at 50% the total booked price, with a minimum of £200. You agree to pay the remainder of the balance a minimum of one month prior to the Wedding date. The balance must be received in advance of the Wedding in order for the photography to go ahead. The total balance owed is referred to as a quote number or as a total of the fee, materials, album(s) and other products ordered. Please ensure you have added your name and contact details to this form. Images from your Wedding may be used to market Dominic's Photography. They may also be sold to photographic libraries. By signing this form you are waiving your rights to financial gain and to all legal ownership of the photographs taken to your event. My contact information will be available at your reception, to enable your guests to enquire directly about images they may wish to order.

Thank you for your booking.

First Person's Full Name:

Signed:

Date:

Second Person's Full Name:

Signed:

Date:

Dominic's Photography - Terms and Conditions

1: Definitions:

For the purpose of this agreement, 'the Agency' and 'the Advertiser' shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (i.e. with no agency or intermediary), all references in this agreement to both 'the Agency' and 'the Advertiser' shall be interpreted as references to the Photographer's client. 'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

2: Copyright:

The entire copyright in the Photographs is retained by the Photographer at all times throughout the world. Bookings are understood to be acceptance of the Photographer's right to use the images in promotion of the photographic business.

3: Ownership of Materials:

Negatives remain the property of the photographer. Title to all the Photographs remains the property of the Photographer. When the Licence to Use the material has expired the Photographs must be returned to the Photographer in good condition within 30 days.

4: Use:

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation. When use is restricted in the Agreement, permission to use the Photographs for other purposes will normally be granted upon payment of a further fee, to be mutually agreed.

Note: An agreement must be reached with the Photographer before the Photographs may be used for other purposes.

5: Exclusivity:

The Agency and Advertiser will be authorised to publish the Photographs to the exclusion of all other persons including the Photographer. However, 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/promoting his/her work. After the exclusivity period indicated in the License to Use, the Photographer shall be entitled to use the Photographs for any purposes.

6: Client Confidentiality:

The photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

7: Indemnity:

The Photographer agrees to indemnify the Agency and the Advertiser against all expenses, damages, claims and legal costs arising out of any failure by the Photographer to obtain any clearances for which he/she 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 shoot. In other cases the Agency 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.

8: Payment:

Commercial Portraits: Payment for agreed amount, is required at time of session unless you have a written alternative agreement. Commercial work: - payments terms are as agreed in writing prior to commencement of work. Private portrait commissions – payment for session fee, materials and print order is due at time of session (and any agreed travel expenses). £150 deposit is required to confirm wedding bookings. The balance for the fee is due a minimum of one month prior to the Wedding date. Orders cannot be processed and are not accepted until the agreed fee has been received. Wedding photography coverage will not take place unless payment in full has been received prior to the Wedding date. Payments are to Dominic's Photography. Bookings are understood to be acceptance of these Terms and Conditions.

9: Expenses:

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses as having been agreed or estimated.

10: Rejection:

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of composition or style.

11: Cancellation or Postponement:

A booking is considered firm as from the date of confirmation and accordingly the Photographer will, at his/her discretion, charge a fee for cancellation or postponement.

12: Right to a Credit:

If the box on the estimate and the licence marked 'Right to a Credit' has been ticked, the Photographer's name will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). By ticking the box overleaf the Photographer also asserts his/her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.

13: Supply to Third Parties:

The licence only applies to the advertiser and the product as stated.

14: Electronic Storage:

Save the purposes of production for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

15: Applicable Law:

The laws of England and Wales shall govern this agreement.

16: Variation:

These Terms and Conditions shall not be varied except by agreement in writing.

Note: For more information on the commissioning of advertising photography refer to the interim guidelines produced by the Association of Photographers.