



Sasparella Terms and Conditions for all contracted work.

1. Entire agreement

It is agreed that the terms set out in this booking form is the complete agreement made between the parties and no variation or modification of this contract shall be effective unless agreed by both parties in writing

2. A Summary of the Contract

The photographer is responsible for providing for the client a photographic service and products as detailed in section 3. The client undertakes to engage the photographer for this coverage for the price as detailed in section 4.

The Photographer- On occasion and without notice it may be necessary for the photographer originally specified to be substituted by another photographer (e.g. due to ill health).

Photography List/Special Requests - Although every effort is made to comply with the hire's list/wishes, the hirer 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.

3. The Coverage

Coverage will be provided by the photographer as follows:

Wedding date:

Coverage to commence at:TBC Coverage to finish at:TBC

Wedding locations:

The coverage:

Investment:





4. Payment Arrangements

The client will pay the photographer a total fee of subject to the following terms:

A 25% deposit to secure the date and payable on execution of this agreement. This deposit is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation.

Payment of the balance of xyz is to be paid no later than one month before the date of the wedding.

Cancellation less than 12 weeks before the date of the wedding will require payment in full. All cancellations must be in writing. The cancellation conditions above will apply for postponed weddings if the photographer is not able to re-schedule for the new date and time. The fee for postponed weddings is subject to change.

Any additional payments for albums and other services are to be made when that order is placed. Prices for all orders placed over one year after the date of the wedding may be subject to change, including all elements of the wedding package.

Outstanding balance - The outstanding balance is to be paid in full 28 days before the date of the wedding itself – A receipt will be provided upon full payment of your wedding photography.

5. Copyright

Copyright - Any images or copies of images whether stored digitally or otherwise and any printed documents relating to such images are protected by the Copyright and Design Act 1988. Packages that include a 'Copyright free disc' allow the client a personal licence to create prints and extra copies of the disc for personal use by family and friends only. Any commercial use must be authorised by Sasparella Wedding Photography and the copyright remains the property of Sasparella Wedding Photography. Any images taken or stored may be used in Sasparella Marketing, so please inform us if you do not wish to have your images included

The entire copyright in the photographs is retained by the photographer for always throughout the world.

Where a disc of photographs (digital image files) has been provided to the bride and groom as part of their wedding collection, these photographs may





be printed, and displayed online, for personal but not commercial use.

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 or otherwise promoting his work or any other use.

6. Image Size, Colour, Style, Composition and Specific Requests

All image sizes are approximate. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching. It is sometimes not possible to record the exact colour as seen by the human eye.

There is no right to reject based on style or composition. The photographer cannot guarantee the supply of any particular photographs that are requested.

7. Archival Release

Once all products within the wedding package stated in section 3 have been delivered, the photographer is under no obligation to retain the digital image files. Although we do archive for two years for peace of mind after which are deleted.

8. Attendance

Hours of coverage include any travel time between venues. Due to the commitment to weddings at the weekends, engagement/pre-wedding portrait shoots are arranged Monday to Thursday. The location of this shoot is within [10 miles] of [location]. Otherwise, a charge may apply.

In the unlikely event that the photographer is unable to complete the coverage due to unforeseen circumstances, the photographer reserves the right to appoint another professional photographer to attend on her behalf to undertake the photography. No other hired photographers are permitted to photograph the wedding.

9. Cancellation -

The hirer may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any deposit monies paid unless otherwise agreed with the photographer. The photographer may cancel this contract at any time by giving written notice to the hirer and returning all monies paid.

6. Changes to Times/Venues - Any changes in times or venues should be notified as





soon as possible in writing. Any delays that overrun the chosen package must be agreed/discussed with the photographer or could be chargeable.

10.0 Indemnity

The photographer agrees to indemnify the client against all expenses, damages, claims and legal costs arising out of any failure by the photographer to obtain any clearances for which he 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 day of the wedding. In all other cases the client 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.

10.1 Limitation of liability

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

The Photographer warrants that he will have in place all necessary insurance as required by law.

11. Severability

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this contract shall remain in full force and effect.

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.

12. Complaints –

In the unlikely event of a complaint, the hirer should raise it with the photographer in





writing within 28 days of first becoming aware of the matter and in any event within 28 days of receipt of the images. Should a complaint be upheld, the total liability shall be limited to the total value of the photographic contract.

13. Jurisdiction

This shall be governed by and construed in accordance with English law, and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

The undersigned have read and understood the above contract and agree to the terms and conditions in their entirety.

Any booking forms returned digitally will still be bound by these terms.

Signature of photographer: Date:

Signature of client: Date:

