



## WEDDING BOOKING FORM

### CONTRACT:

**Please complete, sign and return as soon as possible.**

By this contract between Portland Studios and the client \_\_\_\_\_ it is mutually agreed that the photographers shall provide services and/or goods as specified in the schedule below and that the Client shall pay the photographers the amount due for said services and/or goods.

### SCHEDULE

Brides Name: \_\_\_\_\_

Grooms Name: \_\_\_\_\_

Brides Address: \_\_\_\_\_

Grooms Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Eve: \_\_\_\_\_

Telephone: Day: \_\_\_\_\_ Eve: \_\_\_\_\_

Mobile: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Date of Wedding:** \_\_\_\_\_

**Time of Ceremony:** \_\_\_\_\_

**Time of Reception:** \_\_\_\_\_

Wedding Venue and Address: \_\_\_\_\_

Reception Venue and Address: \_\_\_\_\_

Venue Contact Name: \_\_\_\_\_

Reception Contact Name: \_\_\_\_\_

Venue Tel: \_\_\_\_\_

Reception Tel: \_\_\_\_\_

Name of Best Man: \_\_\_\_\_

No of Bridesmaids: \_\_\_\_\_

No of guests attending Wedding: \_\_\_\_\_

Name and contact number of wedding co-ordinator: \_\_\_\_\_

**WEDDING COVERAGE REQUIRED:**  Storybook  Custom

Price includes: \_\_\_\_\_

All special image requests are detailed separately after personal consultation with Portland Studios.

**Booking Fee Paid:** £ \_\_\_\_\_ **Balance Due:** £ \_\_\_\_\_  Paid one month before wedding.

Paid Via Easy Pay Agreement.

*We accept Switch, Mastercard and Visa Credit Card Payments.*

## TERMS AND CONDITIONS

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted and agreed by both parties in writing. This is an order for photography, album design and album.

A non-refundable booking fee of £195 is required when the client signs contract. Dates are reserved only when the booking fee is paid in cash, or by cheque. Please make cheques payable to Portland Studios. This fee is deducted (in full) from the total price. The client will confirm which package they require within 3 months of booking.

**Payments:** payments for the balance of the deposits for photography must be completed by one month prior to the wedding ceremony. **Easy Payment Method:** Payments are collected by instalments of agreed amounts each month from your bank account. Payments for additional photographs or other products can be made at time of order. Any bank charges incurred due to returned cheques /unpaid debits will be charged to the client.

**Weather changes:** weather permitting; the wedding photographs will be taken as agreed. In the event of rain or snow or any form of weather disturbances, the photographer will make the necessary changes in the photographic session and will not be responsible for any disappointment caused by the weather or lack of provision of suitably large and well lit alternative indoor facilities by client. However, the photographer with the co-operation of the client will do his/her best to produce coverage of the wedding within the time allocated to him/her. Photography requires a certain amount of available light whether daylight or artificial and cannot be performed in darkness, please ask the photographer for advice if your wedding is taking place after nightfall. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

**Photochromatic anomalies:** owing to reflectance caused by a combination of certain dyes and materials, especially man-made fibres, it is sometimes impossible to record the exact colour of a garment as seen by the human eye. The photographs will provide a pleasing colour balance based on the flesh tones of the subjects but cannot guarantee exact match. The photographer will use his/her skill to produce pleasing prints and his/her judgement is final, and no refunds can be considered.

**Retouching.** Retouching, digital manipulation and artist finishing is available to the client as an optional extra at further charge.

**Special requests/coverage.** The client understands and accepts that the photographic coverage will be as the photographers' 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 this booking form must be made by the client to the photographers in writing.

**Requested photographs:** the photographer will honour all photographs requested and agreed in advance, or requested on the day, providing the following factors are met: weather and allocated time permitting, availability and co-operation of the person/s concerned. These photographs must form part of the client's final wedding order including any requests made verbally on the wedding day.

**Re-orders.** All reorders shall be treated as an extension of this contract and no responsibility for errors will be accepted unless orders are given in writing. Images may be cropped. All image sizes are nominal.

**Coverage:** the photographer cannot be held responsible for the lack of coverage caused by the bride, the groom or wedding party not being on time, or by the Church, registry office, or licensed place of wedding restrictions regarding photography. The photographer does not undertake to guarantee any specific picture or incorporate any specific background, location or group arrangement.

**The Photographers.** On occasions and without notice it may be necessary for the photographer(s) originally specified to be substituted by another photographer(s) (e.g. due to ill health)

**Viewing:** A mutually convenient appointment is made for viewing the photographs on return from honeymoon. As the images are protected by copyright, you will be required to make your choice at that time. This takes place on a weekday during normal working hours.

**Copyright:** the copyright of all photographs produced is retained Portland Studios and the photographer(s). It is a offence to make copies from them or allow copies to be made photographically/electronically or by any other means including video under terms of the COPYRIGHT, DESIGNS and PATENTS ACT 1988. Original files remain the property of the photographer.

**Sole Rights.** Portland Studios shall be the sole professional (still) photographer at the venue specified. The client will assist the photographers in ensuring that no photographs are taken of poses arranged by the photographers and that guest' s photographs are taken at a specific interval which is convenient to the photographers.

**Negatives/ digital files.** Negatives and digital files remain the property of the photographers. No pictures are included to be supplied on CD/DVD with this contract.

**Licence.** The photographer(s) shall be granted complete artistic licence including in relation to the poses photographed and the locations used, and album design. The photographers judgement regarding the locations/poses and the number of images taken and album design shall be final. The client hereby gives the photographer complete artist licence regarding the design of the album and the photographer will use his/her skill and expertise to design the album layouts and each client's album will be therefore individual to that client. Images may be cropped. All image sizes are nominal. We reserve the right to change suppliers of our products should the need arise, in which case a suitable alternative of the same value will be offered.

**Force majeure or Act of God.** The due performance of this contract is subject to alteration or cancellation by Portland Studios owing to any cause beyond their control. Every care is taken in photographing and processing using professional materials. In the unlikely event of total photographic failure for example: during exposure or processing, the photographer's liability should be limited to a full refund of all money paid. Your statutory rights are not affected

**Display.** The client hereby allows the photographers to display any images included in this contract in their studios, portfolios, literature, wedding exhibitions and advertising and in magazines. No use of images will be made by the photographers for other commercial reason except with the written permission of the client.

**Cancellation:** The client may cancel this contract at any time by giving written notice to the photographers and the cancellation fee shall be as follows: cancellation charges will be as a percentage of the total package fee due as follows: (number of days before wedding) 60 days or less-100 percent, 61 to 90 days-75 percent, 91 to 120 days-50%. If no package has been agreed at time of cancellation, you will be charged the relevant percentage of a typical package at £1495. The said sum will shall become payable as compensation as an estimate of the loss of revenue that the photographer would suffer. Should a cancelled wedding turnout to be a postponement, at the discretion of the photographer and subject to their availability, all money paid may be applied to the new wedding. In this case the total fees chargeable shall be the fee which applies at the time of the re-engagement of the photographer(s).

**Reprints:** reprint prices and /or goods are supplied at the price ruling at the time of supply. There will be an increase in costs to complete albums and reprints after a six month period from the date of the wedding ceremony.

**Limitation of Liability:** In the unlikely event of 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.

**Data Protection Act:** Client details are held on our internal database, and are not passed on to any third party without permission of client. Client details will be removed on request.

**Complaints.** Any complaints should be raised by the client with the photographers in writing within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of the receipt of the images.

**I have read this booking form and agree to abide by the terms of agreement set out in it. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

**Signed by Groom** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed by Bride** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for booking Portland Studios to photograph your special day. Please send these forms to: Portland Studios, 88a Sandgate High Street, Sandgate, Kent CT20 3BY.