

Photo Session Contract

This contract for the photography services of Chasing Rays Photography is considered binding and effective from the date it is signed by one of the parties involved and is subject to the following terms and conditions:

The parties are hereby know as: Mark Watkins, Chasing Rays Photography (the 'photographer') and

- 1) _____
- 2) _____
- 3) _____
- 4) _____ (the 'clients' - please print names)

Client 1 contact details: _____ (mobile) _____ (home)
Client 2 contact details: _____ (mobile) _____ (home)
Client 3 contact details: _____ (mobile) _____ (home)
Client 4 contact details: _____ (mobile) _____ (home)

Date on which services are required: _____

Time from which services are required: _____

Address(es) at which services are required: _____

2. The photographer and the client(s) agree that unless otherwise stated in this document, the photographer owns any and all copy or reproduction rights to the images taken during your event, and that the photographer may use any image for publicity and advertising purposes to promote Chasing Rays Photography. Whilst this may include publication of individual images on the photographer's website or use on promotional material, it shall *not* include (i) the client(s) names or (ii) a description of the event, unless the client(s) specifically indicate otherwise here:
 - The client(s) agree that the photographer can use low resolution images and make a short report on the day's events in a blog entry on the Chasing Rays Photography website. This may / may not (*delete as appropriate*) include the first names *only* of the client(s).
 - The client(s) agree that the photographer may publish any testimonial they might choose give on the Chasing Rays Photography website and any other promotional material, as the photographer considers appropriate. This may / may not (*delete as appropriate*) include the first names *only* of the client(s).
3. The clients agree not to reproduce, or copy, or enter in any competition, or use for advertising, any proof or other photographs of the event taken by the photographer without the photographer's written consent unless it is for non-commercial use. Written consent is not required, nor is usage in any way so limited, if copyright has been purchased by the client(s).
4. The photographer will document the day's events in a candid or photojournalistic manner, with additional formal shots as required by the client(s). Formal shots required by the client(s) should be pre-agreed with the photographer at the earliest opportunity before the date of the event, and no later than one week before the date of the event. All details of the event must be agreed beforehand in writing (email is acceptable); any changes in arrangement should also be agreed, before the event, in writing (again, email is acceptable).
5. Please note that not all images will necessarily be shown to the client(s). Those deemed to be of substandard quality, for whatever reason (for example, unflattering momentary expressions, blinking, lighting tests, bad autofocus lock, etc.), will *not* be worked up by the photographer. Substandard quality is determined entirely at the photographer's sole discretion.
6. To reserve your chosen event date, the photographer requires a retaining fee of £_____ (*enter fee amount*); your date *cannot* be guaranteed to be held until the photographer has received your retaining fee. The retaining fee will be deducted from the final cost of your photography session. The retaining fee is *not* refundable under any circumstances, with the exception of the photographer cancelling this contract or, in the case of exceptional circumstances, entirely at the discretion of the photographer.

7. The remaining balance of £_____ (*enter remaining balance*) will become due when the photographer has met the final requirements of your chosen photography session (for example, before your album and/ or final worked up images are delivered). You will be notified by the photographer when the final requirements are met and payment is due. Please note that *full financial responsibility* towards this contract lies with the client(s) named herein, *even if they are not the parties directly responsible for making payment*.

8. Part payments before the final product is delivered can be accepted. Any such payments will be entered below and an amended copy of this contract provided to the client(s) on any such payment:
 - i. Payment 1: £_____ (*amount*) on _____ (*date*)
 - ii. Payment 2: £_____ (*amount*) on _____ (*date*)
 - iii. Payment 3: £_____ (*amount*) on _____ (*date*)
 - iv. Payment 4: £_____ (*amount*) on _____ (*date*)
 - v. Payment 5: £_____ (*amount*) on _____ (*date*)

9. If the photographer has to amend or cancel this contract for any reason beyond their control (for instance, death, injury, sickness, equipment failure, etc), their liability shall be limited to a full refund of all monies paid at the time of cancellation.

10. If the client(s) request cancellation of this contract for any reason, their liability is limited to the retaining fee paid. If cancellation is due to exceptional circumstance(s), the client(s) liability may only be waived entirely at the photographer's discretion. Cancellations can be made at any time before the day of the event. All cancellations should be made in writing.

11. Should your event need to be postponed to another date or time for any reason, all monies already paid may be applied to any subsequently agreed rescheduled date or time. In the instance of the photographer having already booked your rescheduled date, or being otherwise unable to undertake your required photography on your rescheduled date, a full unconditional refund of all monies paid will be made.

12. The photographer agrees that every effort will be made to provide high quality photographic services to the client(s) to the requirements of their chosen photography session. In the unlikely event of any catastrophic mechanical failure of the photographer's equipment or transport, which leaves the photographer unable to provide the client(s) with the agreed upon photography services and/ or products, the photographer's liability shall be limited to a full refund of all monies paid.

13. The photographer will, when available in the package chosen, deliver album(s) to the client(s) no later than eight (8) weeks after final approval of album design by the client(s). The client(s) are entitled to up to five (5) revisions to album design before submission of the album design for building.
14. Should the client(s) not follow up on album designs or revisions from the photographer, it shall be deemed to be the sole responsibility of the photographer to design and build the album as the photographer sees best after a period of one (1) year after last contact with the client(s). In this instance, the album will be delivered to the last address supplied by the client(s) no later than eight (8) weeks after submission for building, as per condition 13. This will be deemed appropriate to satisfy the conditions of this contract.
15. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for individual photographs that are not reproduced due to technical failure.
16. Neither party shall be responsible for indirect or consequential losses.
17. Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons' own risk. The photographer *cannot* be held responsible for personal accidents during a photographic shoot.
18. The photographer cannot be held responsible for circumstances beyond their control including, but not limited to, subjects' co-operation, clothing or hairstyle.
19. The photographer has public liability and professional indemnity insurance to the values of £2,000,000 and £75,000, respectively, and will provide evidence of such on request.

TO BE SIGNED BY THE CLIENT(S):

I/ We have read both the schedule and terms and conditions of agreement of this contract and any appropriate associated notes on the photographer's website and realise that this contract becomes effective immediately upon signing.

I/ We agree that cancellation rates as set out above will apply in the case of any cancellation by the undersigned (except at the whole discretion of the photographer).

Signed (*client 1*): _____ Date: _____

Signed (*client 2*): _____ Date: _____

Signed (*client 3*): _____ Date: _____

Signed (*client 4*): _____ Date: _____

TO BE SIGNED BY THE PHOTOGRAPHER:

I confirm that I have received a signed copy of the above contract and payment of £_____ (*enter retaining fee*) as retaining fee for the agreed date of the client(s) event.

Signed (*photographer*): _____ Date: _____

Mark Watkins, Chasing Rays Photography, 57 Main Street, Markfield, Leicestershire, LE67 9UT.