

# CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES WITH **Giles Bracher**

Wedding Agreement between the Bride and Groom and Giles Bracher.

Date of Wedding : \_\_\_\_\_ Ceremony Time : \_\_\_\_\_

Duration of photography : \_\_\_\_\_

Other Times/Arrangements and Services agreed : \_\_\_\_\_

Ceremony address : \_\_\_\_\_ Phone : \_\_\_\_\_

\_\_\_\_\_ email : \_\_\_\_\_

\_\_\_\_\_ Web: \_\_\_\_\_

Reception address : \_\_\_\_\_ Phone : \_\_\_\_\_

\_\_\_\_\_ email : \_\_\_\_\_

\_\_\_\_\_ Web: \_\_\_\_\_

Bride Name & address : \_\_\_\_\_ Phone : \_\_\_\_\_

\_\_\_\_\_ email : \_\_\_\_\_

Groom Name & address : \_\_\_\_\_ Phone : \_\_\_\_\_

\_\_\_\_\_ email : \_\_\_\_\_

Contact name and mobile number for two people who can be contacted on the day:

Name : \_\_\_\_\_ Role : \_\_\_\_\_ Phone : \_\_\_\_\_

Name : \_\_\_\_\_ Role : \_\_\_\_\_ Phone : \_\_\_\_\_

Amount Agreed: \_\_\_\_\_ 50% Booking Fee: \_\_\_\_\_

The booking fee is due on signing this agreement, with the balance due on or before the day of the wedding.

Please make payments to Giles Bracher in cash or via BACS / SWIF IBAN transfer to

Lloyds, SortCode: 30-92-13, AccNo: 01294778, IBAN No:GB79LOYD30921301294778, BIC/SWIF No:LOYDGB21159

We have understood the contents of this contract and agree to the terms therein.

Signature of Bride : \_\_\_\_\_ Date : \_\_\_\_\_

Signature of Groom: \_\_\_\_\_ Date : \_\_\_\_\_

Signature of Photographer: \_\_\_\_\_ Date : \_\_\_\_\_

# CONTRACT FOR WEDDING PHOTOGRAPHY SERVICES WITH **Giles Bracher**

**ENTIRE AGREEMENT:** This agreement contains the entire understanding between Giles Bracher and the Bride and Groom or wedding planner acting on behalf of the bride and groom. It replaces any prior agreements that may have been made.

**CONFIRMATION:** A signed contract for wedding photography and receipt of booking fee are necessary to confirm the above stated wedding services on the required date from Giles Bracher on receipt Giles Bracher will not accept further bookings for this date and time.

**BOOKING FEE:** In the event of the bride and groom canceling the wedding for whatever reason the booking fee is non refundable. It will be considered as liquidated damages to Giles Bracher.

**WEDDING PLANNER:** If you do not have a wedding planner you can skip this point. The purpose of a wedding planner is to co-ordinate all aspects of your wedding. Therefore as much as reasonably possible all communications between photographer and Bride and Groom should be through the wedding planner.

**PRE-WEDDING CONSULTATION:** This normally happens at the time of booking. The bride and groom will outline broadly what is required and Giles Bracher will advise on planning, logistics and timings were needed. If required, the bride and groom are welcome to an additional chat closer to the time of the wedding to iron out the remaining details. In any case we will contact you by phone a few days before the wedding to ensure that there have been no last minute changes.

**COOPERATION:** The bride and groom and Giles Bracher consent to cheerfully cooperate and communicate with each other to achieve the best possible result within the understanding of this contract. We recommend that the wedding photographer is provided with a helper (usually the best man) who will point out key individuals to be photographed. The photographer may also require the assistance (of the best man) in organizing family groups. The bride and groom also agree 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 wedding like having their photo taken. In such cases the wedding photographer will use his discretion but cannot be held responsible for a lack of photos of these people.

**THE SCHEDULE:** My style of working and experience are designed to achieve a wonderful set of wedding photos for the bride and groom, accomplished with good humor and enjoyed by all concerned. Both the bride and groom and Giles Bracher therefore agree that punctuality and cheerful cooperation are essential to producing outstanding photographic results. In cases were the wedding does not run on time (for example, extreme lateness by the bride arriving to the church) we cannot guarantee to take our normal set of photos although in such circumstances we will do our absolute best to compensate.

**SUSTENANCE:** The bride and groom agree to provide the following. A meal for the photographer were the length of attendance exceeds six hours. The first 50km travel to a venue are included. Travel expenses are payable on locations greater than 50km from Gibraltar. Charged at @ 50p per km. Destination wedding expenses are arranged individually as necessary. Over night accommodation is requested for venues over 140Km from Gibraltar.

**PAPARAZZI WEDDING GUESTS:** All your guests will have digital cameras and all your guests will want to photograph the bride and groom. In the spirit of cheerful cooperation the bride and groom agree to give the photographer precedence over your guests in order to take the photographs required for the wedding services described above. I cannot be held liable for a lack of wedding photos if my work has been interrupted, which includes flash photography by guests taking their own photos of the bride and groom

**HOUSE RULES:** Note the photographer is sometimes limited by rules imposed by registrars, ministers and venue management as to what can and cannot be done. For example some ministers insist that no flash photography is allowed, and others will insist that the photographer shoot from a specific location. In such circumstances the bride and groom agree to accept the technical limitations that may be imposed. We advise the bride and groom to make themselves aware of the rules of the venue.

**ARTISTIC INTERPRETATION:** Photography is an art form and therefore differs with each wedding, the bride and groom acknowledge that you understand that your wedding is bespoke and unique to you and that images taken may differ in a number of ways from other weddings, what is deemed to be "beautiful" work is purely subjective in its interpretation.

**NOT INCLUDED:** For clarity here listed are services not included in this agreement. Further retouching or adjustment of images after delivery, wedding album, photographic or digital prints. Please note : post production of wedding photographs for albums or prints can be arranged as an additional service once this contract has been fulfilled.

**COPYRIGHT LAW:** English Copyright Law states that the copyright of photographs remains with the photographer. This contract gives reproduction rights of wedding photos to the bride and groom upon full payment under the following conditions. The digital images taken by Giles Bracher are for personal use by the bride and groom and their friends and relatives but the following restrictions must be adhered to: No image may be posted online greater than 720 pixels across the longest edge with out written permission from Giles Bracher, all images used on personal websites must be accompanied with a "© Giles Bracher" and a link to [www.weddingsbygiles.com](http://www.weddingsbygiles.com). If selling the wedding photos for profit the bride and groom, their friends and relatives must obtain permission from Giles Bracher. Giles Bracher at all times maintains the right to display, publish or distribute in anyway he sees fit to promote his business. Exclusive Copyright ownership may be purchased in a separate agreement.

**MODEL RELEASE.** The bride and groom grant Giles Bracher and its legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the bride and groom for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The bride and groom hereby releases Giles Bracher and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

**LIMIT OF LIABILITY:** If the photographer is too ill or becomes injured and cannot supply the wedding services specified above, Giles Bracher will do everything possible to book a replacement wedding photographer of comparable professional experience. If a replacement photographer cannot be found in these circumstances, liability is limited to a refund of any payments received. Giles Bracher has working methods in place to prevent the loss or damage to your images. (The digital files are backed up. Duplicate equipment is on hand in case of breakage or failure). However, there exists the unlikely possibility that images may be lost, stolen or destroyed for reasons beyond the control of Giles Bracher. In these circumstance liability is limited to the return of fees paid for the service or part thereof according to the percentage of original images supplied.

**STATUTORY RIGHTS:** This agreement does not affect your statutory rights.

**DATA PROTECTION:** Giles Bracher takes the responsibility for looking after information seriously. We follow the data Protection Act at all times when asking for or handling your information including: Personal data shall be processed fairly and lawfully, Data is processed only for the purpose for which it was collected, Data is adequate, relevant and not excessive, Data is accurate and kept up to date, Data is not kept longer than necessary, Data is kept secure against unauthorized access and loss or damage. Sometimes sensitive information may also be asked for e.g. secret (from press) location whereabouts. We will always ask for explicit consent before collecting or using this information.

**PERFORMANCE:** The performance of this contract on behalf of Giles Bracher shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

**SEVERABILITY:** If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**DELIVERY OF PHOTOGRAPHS:** Your photographs will be ready within 90 days of the wedding. All the photographs in high resolution JPG with no watermark will be uploaded to your personal online gallery. Your online gallery & slideshow, is a secure web gallery with special features for selecting, downloading & sharing your wedding photographs. You will also be able to order prints, this service is handled by a third party laboratory. Your gallery is accessed from the client access link on [weddingsbygiles.com](http://weddingsbygiles.com) website. <http://client.weddingsbygiles.com/clients.html>. You will be given a Gallery ID and password that only you and Giles Bracher will have. You are free to share this link and password with your friends and family as you see fit. You are responsible for who has access to your gallery. Giles Bracher takes no responsibility for Gallery ID, password and who has access to the gallery after delivery. (Password may be changed on request should the need arise.) Photographs are also delivered on a Photo Disk or USB Stick. You will be supplied with 2 sets of JPG files. One folder of high resolution images ready for print and one duplicate set of low res web ready images for sharing electronically. Once you have received your photographs Giles Bracher will be pleased to offer printing & publishing of photographs and albums on request.