

Suggested Terms of Trade for Wedding Assignments

THE CLIENT

1. We authorise the Studio to arrange the photography of our Wedding, in accordance with the details overleaf. We understand there is a 3 working day cooling-off period from the date of signing this contract and for any orders placed.

2. We have received, read and understand the Studio's price list, which has been confirmed for our wedding, on payment of the deposit/booking fee. We agree that payment of the initial deposit/booking fee confirms the booking with the Studio as per the details shown in the front of this order.

3. We agree to pay the full balance at least two weeks prior to the Wedding Day. Failure to do so gives the Studio the right to refuse to carry out the full photographic services.

4. The booking of and any additional costs incurred for booking venues, photography locations etc are our responsibility and may be deducted from the photographic coverage unless paid for separately. (NB If the photographer is required to remain after the meal, a meal should be provided by the Bride and Groom.)

5. (a) We are satisfied that the details overleaf are correct and will confirm the details prior to the Wedding. We agree to advise the hairdressers and make-up artists, the hire cars and the caterers of all the relevant times, details and locations as detailed here and to coordinate their services.

5. (b) The details & times listed form part of this agreement and we agree to make every effort to cooperate in order for the Studio to fulfill its contracted photographic duty. We acknowledge the Studio cannot accept responsibility for the 'extent' of the photographic coverage if these details are incorrect or if we chose not to follow the agreed to schedule.

6. To avoid disruption to the photographic coverage and to allow the Studio to fulfill its contracted duty, other photography by family and friends will be at the discretion of the Studio's photographer.

7. We accept the responsibility to contact the Studio, at least two weeks prior to Wedding, to confirm details are correct and there are no alterations.

8. We agree to immediately advise the Studio in writing of any alterations in the details listed here including postponement or cancellation of the wedding.

9. In the event of cancellation of the wedding we agree that the deposit/booking fee will be forfeited unless in cases of genuine hardship, but that the Studio may allow a claim towards other photography by the Studio within twelve (12) months of the date of this order.

10. We agree the Copyright in all photographs is owned by the Studio. We give permission to the Studio to use any image of our Wedding for industry competitions and as required subsequent usage and for reasonable general promotional advertising for the Studio. The usage for any other purpose is to be renegotiated between the parties and requires specific permission.

11. We understand that these photographs are only to be used as agreed and may not be copied or reproduced unless written approval had been granted by the Studio.

12. The Negatives remain the property of the Studio and will be kept on file a period of five years. We recognise that materials & technology change constantly so we need to place our required order as soon as possible to obtain the optimum quality. We note that we may then negotiate with the Studio for release of the Negatives.

Regarding re-ordering photographs, we also understand that:

13.(a) All orders including family and friends' orders are to be placed within eight weeks of collection of the proofs, otherwise prices current at the time of ordering will apply.

13.(b) The wedding will be considered one Order, regardless of how many individual parties request photographs. We will be responsible for the entire order and no partial orders will be given out until the balance of the Order is paid.

13.(c) All orders must be accompanied by full payment unless prior arrangement with the Studio had been made.

13.(d) Should we fail to pay and collect any order within fourteen (14) days of notification of completion, the order shall be in default and the Studio shall charge a default charge of 1.5% per month (18% annual rate) on the unpaid balance (minimum monthly charge of \$5.00). In addition, we acknowledge that no future orders will be processed until the Order is paid in full.

13.(e) All orders shall remain the property of the Studio until full payment has been made.

13.(f) Telephone orders require written confirmation with payment before the order can be processed.

13.(g) All reasonable freight and postage which we request, will be paid by us.

14. The Studio has no control over the environment in which the photographs are kept and that colour photographs, in common sensitised material and colour dyes, have limited life expectancy when exposed to strong and prolonged sunlight or fluorescent light sources.

Photographs will retain their colour and brilliance much longer when displayed under better lighting conditions.

THE STUDIO

1. Should nominated photographer not be available for any reason, the Studio will notify the Bride & Groom of the change as soon as it is known and provide another photographer with equivalent skills.

2. As the photographs made by the Studio are manufactured with the finest materials currently available, the Studio unconditionally guarantees them. If in your opinion any photograph made by the Studio has lost its original colour, the Studio will replace the photograph for fifty per cent of the current selling price. The original photograph must be returned and the reprinting charge paid in advance. This warranty will be valid for as long as the Studio has its possession the original negative/s in a printable condition.

3. The Negatives remain the property of the Studio and will be kept on file a period of five years, after which time the Studio may negotiate the release of the Negatives.

4. The Studio shall carry out this assignment with due and professional diligence. Elements beyond the Studio's control include faulty material, equipment failure, damaged and exposed film, loss of film/photos/negatives in transit between the Studio and professional laboratories employed by the Studio, loss or damage to film, negatives and proofs during processing and developing either by the Studio or professional laboratories employed by the Studio, industrial disputes, civil disturbances, or weather conditions which may inhibit or prevent the Studio completing in whole or in part this assignment. In this case the Studio shall not be liable for its complete performance of the assignment. It is agreed that the liability of the Studio shall be limited to be a refund of any money paid under this agreement which shall be in full & final satisfaction of any damage or loss suffered.

Date: // Signed Bride &/or Groom

Date: // Signed for the studio

This is a basic wedding contract. The AIPP recommends you ensure you deal fairly with your client and seek legal advice for your business agreements.