



GAVIN HORRELL PHOTOGRAPHY  
Wedding, Family, Portraits

This agreement is between Gavin Horrell Photography and The Client .

This forms part of the contract to be entered into between you (the Client) and Gavin Horrell Photography.

1. This agreement and booking form contains the entire understanding between Gavin Horrell Photography and the Client. It supersedes all prior and simultaneous agreements between the parties. Only those changes or modifications specifically placed in writing, attached, dated and signed by the Clients and Gavin Horrell Photography at the time of acceptance of this contract shall be recognised as amendments to this contract.

### **Price & Payment**

2. The price for the Services will be dependent upon the package required by the Client and which Gavin Horrell Photography agrees to provide.
3. A Reservation Deposit of £250 of the total agreed fee is required at the time of booking.
4. Upon receipt of the Reservation Deposit and the signed agreement and booking form, Gavin Horrell Photography will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or the wedding cancelled for any reason; including acts of God, fire, strike and/or extreme weather. The Reservation Deposit is to be paid at the time of signing this agreement. The Reservation Deposit is applied towards the agreed wedding photography package. Dates are reserved only when this fee is paid by Bank Transfer.
5. The Client understands and agrees that the balance of the wedding photography package is payable four weeks before the date of the wedding. In the event that the balance is not paid four weeks prior to the wedding, Gavin Horrell Photography reserves the right to cancel the contract and the cancellation provisions set out below will apply.

## **Creative Licence**

6. The Photographer will document the events in a candid manner and take formal portraits as necessary. The Client should provide a full list of formal photographs required including names and relationship to the Client.

7. Prior to or during the event, the Client may inform the photographer of subjects which they would like photographed, but the final content of the images, in relation to the choices of location and poses used, is at the discretion of the photographer.

8. Although every possible care will be taken to honour requested photographs of all important and special events during the wedding, Gavin Horrell Photography cannot place an unconditional guarantee on the above. Due to changes of the weather and the availability and willingness of subjects, Gavin Horrell Photography does not undertake to guarantee specific pictures nor to incorporate any specific background, location or group arrangement.

9. The photographer is limited by the guidelines of the ceremony official or the reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is The Client's responsibility; Gavin Horrell Photography will offer technical recommendations only.

## **Exclusivity**

10. Gavin Horrell Photography will be the only professional photographer on the day of the wedding. Gavin Horrell Photography reserves the right to ask other people to refrain from taking photographs at key times, if it is considered that this may compromise the quality of the photographs

11. Gavin Horrell Photography will not tolerate any level of verbal abuse or aggression. Either will result in the immediate suspension of coverage.

## **Use of Images**

12. The Client will receive an edited selection of high-resolution JPEG digital images. The entire copyright of the photographs is retained by Gavin Horrell Photography at all times throughout the world. The Client must seek permission for use beyond reproduction and printing for friends, guests and family.

13. The Client hereby allows Gavin Horrell Photography to display any images covered by this agreement and to generally promote The Company by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles and other such media, providing that the images are used lawfully and without damage to the Client.

14. The Client understands that no photographs will be released until six weeks after the wedding date.

## **Limitation of Liability**

15. Gavin Horrell Photography takes the utmost care with respect to exposure, transportation and processing of photographs. However, in the unlikely event of the Client's photographs being lost, stolen or destroyed for reasons within or beyond Gavin Horrell Photography's control, the company's liability is limited to the return of all payments received for the event package, together with the reasonable costs of restaging photographs of the couple and their guests at a later date.

## **Cancellation**

16. If Gavin Horrell Photography has to cancel this contract for reasons beyond their control (severe medical, natural, or other emergency), it may be necessary to retain an alternative photographer. Gavin Horrell Photography will make every effort to secure a replacement photographer of the same professional standing and ability who is able and/or willing to provide a similar package as chosen in this agreement at the same/similar tariff. If such a situation should occur and a suitable replacement cannot be found, responsibility and liability is limited to the return of all payments received.

17. In the event that the Client cancels the Services outlined in this agreement prior to the wedding ceremony, the deposit will be forfeited. In addition, as compensation for loss of income for Gavin Horrell Photography, the following charges will also apply as a percentage of the total fee due, dependent upon the number of days before the wedding that cancellation occurs:

60 days or less – 100% 61-90 days – 75% 91-120 – 50%

18. Should the cancelled wedding turn out to be a postponement, then, subject to the availability of Gavin Horrell Photography, all money paid will be applied to the new wedding date. In this case, the total fees chargeable will be the fee which applies at the time of rebooking.

**Governing Law** 19. 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.

**Data** 20. Your data (including images) are held on external hard drives and stored in the cloud. All images are kept for 12 months. After this time we will not be able to provide copies of any images.