

# Timothy Winn Wedding Photography

Confirmation booking form (2013)

Please fill in all sections as fully as possible, print off the completed form, and send to:  
Timothy Winn, 96 Way Lane, Waterbeach, Cambridgeshire, CB259NQ

DATE OF WEDDING \_\_\_\_\_

## Section 1 – Personal Details

Name of Bride \_\_\_\_\_

Address of Bride \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Name of Groom \_\_\_\_\_

Address of Groom \_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

Preferred Contact – Please Tick one

Bride

Groom

Don't Mind

Address when married – Please tick one of the following.

- As Bride's address above
- As Groom's address above
- TBC – If you don't know the address at present then please forward ASAP.
- New Address

If you ticked 'new address' then please fill out the marriage address section below – this is important as this is where all prints and general correspondence will be sent after the wedding.

Marriage Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Postcode \_\_\_\_\_

Telephone No. \_\_\_\_\_

## Section 2 – Package Requirements (please tick relevant boxes)

PACKAGE REQUIRED – See Price List below for details

- Standard Package £
- Deluxe Package £
- Other (Bespoke) \_\_\_\_\_ (please complete)

Please note that weddings outside of Cambridgeshire are subject to extra fees – please see below for prices.

### OPTIONAL EXTRAS

- DVDs of all Photographs Taken as **Highest Quality TIFF files** for optimum printing. Comes in high quality presentation case with lace design. DVD **(£200 per copy) / BLU-RAY (£250 per copy). (Please delete as appropriate)\***

No of copies \_\_\_\_\_

- Extra Copy of CDs / DVDs of all Photographs Taken as **Highest Quality JPEG files** for optimum printing. Comes in high quality presentation case with lace design. **(£100 per copy)\***

No of copies \_\_\_\_\_

**\*Please note that a copy of high quality JPEGS on DVD is included with all packages**

### Section 3 - Location Details

Time of Service	_____
Name of Church / Registry Office (Please Delete as appropriate)	_____
Name of Vicar / Registrar	_____
Address of Venue	_____ _____
Postcode	_____
Telephone No.	_____
Mobile No.	_____
E-mail Address Of Vicar / Contact	_____
Website	_____

Time of Reception	_____
Name of Reception	_____
Address	_____ _____ _____
Postcode	_____
Telephone No.	_____
Mobile No.	_____
E-mail Address	_____
Website	_____

Other Locations – Please Specify

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CONTACT AT LOCATION (If Known) \_\_\_\_\_

#### **Section 4 – Photographic Requirements**

This section will normally be completed upon our first meeting just prior to the wedding. The aim will be to make a list of all the formal pictures you will require – i.e. School friends, university friends, Bride’s parents, Groom’s parent’s etc...and to finalise arrangements for the day.

**Section 4 continued...**

## Section 5 – Payment Details

Please tick / amend as applicable

We enclose a cheque for:

- £150 as a deposit for a package.
- £        for the total payment of the standard package.
- £        for the total payment of the deluxe package.

Or total fee of \_\_\_\_\_ for a bespoke package.

### **OUTSIDE CAMBRIDGESHIRE FEES**

TRAVEL FEE – Please tick if this will be applicable – (If your wedding is taking place outside of Cambridgeshire then you must tick this box)

- £60 fee for travel (STC dependent on distance)

ACCOMMODATION FEE – Please tick if this will be applicable – (If your wedding is taking place outside of Cambridgeshire and you have selected the PLATINUM package then you must also tick this box)

- £135 Accommodation fee

Please note that additional costs may be charged depending on distance.

TOTAL INCLUDED

We enclose a cheque **made payable to Timothy Winn** for \_\_\_\_\_

We understand that this deposit / full amount confirms our booking.

### **CANCELLATION**

We understand that the deposit is non-refundable once paid. The full amount of any package (minus deposit) is refundable up until 15 weeks prior to the wedding. After that date any cancellation that it is incurred between 15 – 2 weeks shall be charged at 50% of the total package price (excluding deposit). Any cancellations within 2 weeks of the wedding date will incur a penalty fee of 70% of the total package price (excluding deposit).

**Any monies owing must be paid 4 weeks prior to the wedding (unless alternate arrangements have been made).**

That the travel / accommodation fee must be paid alongside any final payments due by the date stated above.

**Section 6 – CONTRACT – Please note that this is for both your own and the photographers protection and once signed forms a legal document.**

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This agreement is dated as below and shall become valid once the deposit is received.

It is made between Timothy Winn of

96 Way Lane  
Waterbeach  
Cambridge  
Cambridgeshire  
CB25 9NQ

And

[client’s name] \_\_\_\_\_ of

[address] (“the Client”).

Address of Client
_____
_____
_____
Postcode
_____

## 1. The Assignment

The purpose of this contract is to record the terms agreed for a photographic assignment (the "Assignment").

1.1 The client agrees that payment of the initial booking fee confirms the booking with TWWP (Timothy Winn Wedding Photography) as per details on this order.

1.2 The client agrees to advise TWWP immediately, in writing, of any alterations in the details listed on the booking form including postponement or cancellation of the Wedding.

1.3 Last date for cancellation without penalty: The deposit is non-refundable from payment; 15 Weeks before wedding date will incur a fee of 50% of the remaining package price; 2 weeks before the wedding will incur a 70% fee of the remaining package price. A postponement will incur a 10% (of package cost) rearrangement fee. If the alternate date is not possible by TWWP this contract will be cancelled and all fees owing shall be annulled outside of the 15 week period (excluding deposit). Inside the 15 week period the normal cancellation fees will apply.

1.4 Damages for cancellation by TWWP shall be £1,000 **unless** another photographer can be substituted (two backup wedding photographers are available) or factors outside of reasonable control, as outlined in section 8, are applicable. In such cases TWWP will refund all monies paid and assist in the finding of a replacement photographer.

1.5 Damages for cancellation by the Client shall be as stated above.

1.6 The client commissions TWWP as the sole photographer to perform professional photographic services as detailed.

## 2 Ordering, payment and title

2.1 The deposit shall be paid to confirm the booking.

2.2 Within 60 days after the date of the Assignment, and once full payment has been received, TWWP shall send proof prints of the images to the Client to choose inclusive prints and any additional prints / reprints etc. (which will be charged at an extra cost – please see price list). All prices include VAT.

2.3 The Client shall make such choices and shall tell the TWWP within 120 days (or negotiated date) of having received the proof copies.

2.4 TWWP shall deliver the images as ordered within 60 days of the Client having made the choices, although in practice this is much quicker.



2.5 Any additional reprints will need to be paid for prior to delivery.

2.6 Such title as has been agreed to pass, to the intellectual property in the images produced in the course of the Assignment shall not pass to the Client until payment of the contract price has been paid.

2.7 All freight and postage is included in the prices.

2.8 TWWP has no control over the environment in which the photographs are kept and that photographs, in common with all sensitised materials and colour dyes, have a 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 more desirable lighting conditions. However, where possible, all photographs are produced on archival quality papers with archival inks for maximum quality and lifespan.

2.9 All prices of reprints are subject to change. Whilst every endeavour is made to keep costs of reprints at a minimum, occasionally it becomes necessary to raise prices.

2.9.1 All package prices are guaranteed once a contract has been signed and deposit paid.

2.9.2 All clients are entitled to make additional requests to their package. If this entails a price increase a new contract must be signed.

### **3 Photographer's obligations**

3.1 TWWP agrees to devote his full time attention and ability for the duration of the Assignment and will, alongside any assistant photographer, dress appropriately for the occasion.

3.2 Within the scope of the Assignment TWWP will record whatever events the Client reasonably requests.

3.3 TWWP will personally bear the cost of all expenses incurred by him in work on an Assignment.

3.4 This contract is personal to TWWP and may not be assigned.

3.5 TWWP shall carry out this assignment with due and professional diligence.

### **4 Photographer's status**

4.1 TWWP is an independent contractor. TWWP acknowledges that this agreement does not constitute an employment contract between the Client and the Photographer.

4.2 TWWP agrees that he will be responsible for his own income and other

tax liability and national insurance in respect of his fees.

## **5 Cancellation of agreement**

5.1 This agreement may be cancelled without penalty by either party at any time before 5.00 pm on the date specified in paragraph one above.

5.2 This agreement may be cancelled without penalty by either party at any time upon providing proof of the happening of one of the following serious events:

5.2.1 Death or serious injury or illness of a close family member;

5.2.2 Injury to or illness of TWWP personally.

5.3 If TWWP cancels this agreement or fails in some other way to provide the services envisaged then the agreed damages specified in paragraph 1 shall be payable.

5.4 If the Client cancels this agreement or fails in some other way to facilitate the performance of this contract by TWWP, then the agreed damages specified in paragraph 1 shall be payable.

## **6 Insurance**

6.1 TWWP undertakes to obtain insurance against liability for professional negligence and against circumstances which prevent him from fulfilling this contract.

## **7 Intellectual property**

7.1 All intellectual Property created by TWWP during work on the Assignment belongs to TWWP.

7.2 TWWP may not use or reproduce material arising from the Assignment in any form or medium except for promotional materials (with the consent of the Client – see below).

7.3 Once payment has been received all intellectual Property in the images created by TWWP during work on the Assignment will remain the property of TWWP unless it has been agreed to relinquish such prior to the event. In this case TWWP hereby agrees to execute any document necessary to give effect to this provision.

7.4 The Client may not use or have access to any image in any medium in respect of which payment has not been made to TWWP.

7.5 In any event, TWWP undertakes that he will not reproduce nor sell nor

transfer any image produced as part of this assignment to any person except the Client.

7.6 The Client agrees that all images taken will be displayed in a private web gallery so that extra prints can be ordered by all concerned and that this gallery will not be made available to the public.

7.7 The Client agrees that whilst they retain the license to use the images as they wish, TWWP retains the right to sell prints and to use all images for future promotional material electronic or otherwise. However, if the client feels that this would be inappropriate with a particular image or set of images then the client retains the right to request the removal of the said image / images from any promotional material. This right may be exercised up to a total of 20 images. After this, the decision to remove any further images will be at the discretion of TWWP.

7.8 The client understands that all copyright is held by TWWP and that the copying and distribution of DVDS for other members of the public is an infringement of copyright and could be subject to penalty. Clients own a licence to print images from the DVD only, not to distribute. Each DVD purchased is effectively a licence to print images for one household.

## **8 Force Majeure**

8.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control.

8.2 Causes deemed to be beyond reasonable control shall include:

8.2.1 Death or serious injury or illness of a close family member;

8.2.2 Injury to or illness of TWWP personally;

8.2.3 Failure of any equipment on the day (although reasonable back up and spare equipment is always present throughout);

8.3 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

8.4 In the case of illness, TWWP reserves the right to make alternative arrangements with such qualified peoples in order to see that the contract is fulfilled.

## **9 Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

## 10 Notices

Any notice to be served on either of the parties by the other shall be sent by first class post or pre paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.

## 11 Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Customer and the Writers then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

## 12 Jurisdiction

This agreement shall be construed according to the laws of England.

## 13. Copyright

The copyright of all images remains the property of TWWP. No images can be reproduced for commercial purposes without our written consent. All DVD's that are produced for clients that contain digital images are for the use of the individuals concerned. The copying and distribution of DVD's is strictly prohibited. You are allowed to make a backup of the DVD for preservation purposes.

## 14. Publicity

By signing this agreement you are consenting to the use of all your images for publicity purposes. However, TWWP is sensitive to the privacy of individual clients and respects any decision where a request to remove an image (either from the public or private sections) from the website / any publicity material.

## Section 7 – Date & Signatures

I have read and understand the conditions as outlined above.

(Please print name inside the brackets then sign and date the form)

Signed by [ \_\_\_\_\_ ], the Client

Signed by [Timothy Winn] \_\_\_\_\_, the Photographer:

Date of Signature \_\_\_\_\_

## **Section 8 – Checklist**

Please ensure that you have done the following

1. Completed the form in clear text / writing
2. Enclosed a deposit / full amount in the form of a cheque made payable to Timothy Winn
3. Read through and filled in the relevant sections of the contract
4. Signed and dated the form.
5. Post the completed form to Timothy Winn, 96 Way Lane, Waterbeach, Cambridgeshire, CB25 9NQ

### ***What happens next...***

Once we have received your form and payment we will write confirming your booking and all the details as outlined above along with a receipt for the payment and a copy of the entire completed and signed form for your own records. Nearer the date (usually a month or so before) we will be in contact to arrange a meeting. If possible we would like to visit the locations where the wedding / reception will take place so that we can be better prepared for the best places to take pictures. Ideally this will happen on the same day as our initial meeting so we can discuss settings etc.

Overall we want this to be a completely smooth and enjoyable experience for you both and if you have any queries or questions in the meantime then please don't hesitate to ask.....

Finally, I would like to thank you for your interest and say that I am very much looking forward to taking some great pictures of both you and your guests which I'm sure you will treasure for many years to come...

With best wishes and many congratulations

***Timothy Winn***

timothywinnphotography.com

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07817909022