



MONIKA MOGILKO T/AS LITTLE MIRACLE, 18 EDINBURGH DRIVE, ICKENHAM, UB10 8QY, UK

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## WEDDING PHOTOGRAPHY - CONTRACT and TERMS & CONDITIONS

This Contract is between

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

and Monika Mogilko t/as Little Miracle of 18 Edinburgh Drive, Ickenham, UB10 8QY to supply our Wedding Photography

on \_\_\_\_\_, priced at £ \_\_\_\_\_.

Starting at \_\_\_\_\_ with Getting Ready/Dressed photographs at (ADDRESS)

\_\_\_\_\_ ,

then at (TIME) \_\_\_\_\_ for the Ceremony at [VENUE+ADDRESS]

\_\_\_\_\_ , and  
afterwards

for the Reception and Wedding Breakfast at [VENUE +ADDRESS]

\_\_\_\_\_ ,

finishing with First Dance no later than [TIME] \_\_\_\_\_.

Attendance time: up to [NUMBER] \_\_\_\_\_ hours maximum.

It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

## **1. Booking Fee.**

The Booking Fee of 50% of your package may be made by BACS online money bank transfer (preferred), or a cheque made payable to Monika Mogilko, or by cash, and secures the time and services of the Photographer(s) for the wedding and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the Photographer due to cancellation. Cancellation less than 12 weeks before the wedding will result in the payment in full. All cancellations must be in writing. Weddings that are postponed to a later date will retain the fee as long as the Photographer can re-schedule for the new date and time.

Payments:

1<sup>st</sup> payment- when signing the contract to reserve your wedding date

2<sup>nd</sup> final payment – ONE MONTH before the wedding

Following payment of the Booking Fee, the balance of £\_\_\_\_\_ is due by \_\_\_\_\_.

No Photographs, Albums, USB Memory Stick or Additions will be delivered until all payments due have been paid in full. Payment for Reprints, Digital Story Books, Acrylic Panels, Canvas Prints, or other Additions is to be made in full at the time of ordering.

Payment for additional Attendance Hours (part or whole at £90 per hour) where agreed, but which may not be known accurately at the time of Contract signing, must be made at the post wedding delivery meeting,

## **2.Prices.**

All prices are as at the time of signing the Contract, but in the event that changes arise that are outside the Photographer(s) control, for instance but not exclusively, the costs of Prints, Additions, Travel and Subsistence, then we will inform the Client of such within 21 days.

## **3.Photographer(s).**

The Principal Photographer will be Monika Mogilko, and a 2nd Photographer/Assistant of her choice may be provided at no extra cost. They will be the ONLY stills Photographers allowed to attend for financial gain. (Videographers attendance by agreement.)

## **4.Wedding Arrangements.**

The details of the wedding arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received, and acknowledged in writing.

## **5.Creative Licence.**

The Photographer(s) shall be granted artistic licence in relation to the poses photographed and the locations used. The style and the number of photographs are also dependent on vagaries of the weather and the availability and willingness of the clients and their guests. The Photographer(s) will make their best effort to honour requested photographs but does not undertake any guarantee for any specific picture nor incorporate any specific background, location or group arrangement.

## **6.Display.**

The Photographer may display any photographs included in this contract in his studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows, unless expressly denied in writing by the Client.

## **7.Images.**

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

## **8.Retouching.**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

## **9.Reorders.**

All Reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

## **10.Copyright.**

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically, electronically or by any other means an image created as part of this contract without the permission of The Photographer(s) in writing. Negatives/Digital files remain the property of The Photographer(s).

Click [copyrightservice.co.uk/copyright/p01\\_uk\\_copyright\\_law](http://copyrightservice.co.uk/copyright/p01_uk_copyright_law) to read a Fact Sheet in laymans' terms of how and where Copyright applies.

## **11.Licence.**

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

### **12. Third Party Printing.**

Monika Mogilko t/as Little Miracle cannot accept any responsibility or liability for colour balance or quality of any Prints reproduced from the USB Memory Stick that we supply by Third Party Printers such as High Street photo processing shops.

### **13. Attendance.**

In the unlikely event of the assigned Photographer being unable to attend your wedding due to unforeseen circumstances, we reserve the right to appoint another Photographer to attend your wedding on our behalf to undertake the wedding photography to his/her best ability.

### **14. Delivery.**

Unless prior arrangements have been made, a presentation of the photographic images created and edited by Monika Mogilko is made available to the bride and groom within 12 weeks following the wedding. Online display of wedding is given for three months. Additional viewing is available at a charge of £50/month. This fee applies to any re-posting event galleries that have expired. Client should immediately download and backup files to multiple storage devices upon delivery. AT NO TIME WILL ANY RAW IMAGES BE GIVEN, EVER, NO EXCEPTIONS. LIMITATION OF COMPLAINT: Client will have thirty days after gallery delivery to make the Photographer aware of any issue, discrepancy, technical problem or any other complaint regarding photos, their quality and contents, or anything relating to wedding day coverage. After this 30-day term has expired Monika Mogilko will no longer be liable to client for any corrections, damages, refunds, re edits or re shoots. Re edits after this term may be made if deemed appropriate by Monika Mogilko, but the hourly fee of £300 for retouching will be billed with a minimum one hour required.

**15. Cell phones and other “Photographers”:** (Monika Mogilko) encourages an unplugged ceremony, as guests often do not realize they are obstructing (Monika Mogilko) during the ceremony. If you choose to allow cell phone photos at your ceremony, (Monika Mogilko) is not responsible for removing them from photographs or for the loss of any important shots that may be missed due to cell phone use. Please keep in mind that at rare times, guests/ bridal party/ family members may disregard this rule and as such you may experience a loss of moments that otherwise would have been documented for you. Additionally, NO CELL PHONE PHOTOS OR OTHER CAMERAS ARE ALLOWED DURING PORTRAIT SESSIONS. Family members/friends will have plenty of opportunities to photograph you with their cell phones outside of allotted portrait time. Please, nobody but (Monika Mogilko) and bride and groom during scheduled portrait times. This is not only a violation of intellectual copyright maintained by (Monika Mogilko) but also a major distraction and will detract from the quality of your photos.



CLIENT.....

PRINT NAME.....

DATE.....

Address: .....

Signature:

Tick here if paying by BACS online money transfer

PHOTOGRAPHER Monika Mogilko t/as Little Miracle

DATE.....

Address: 18 Edinburgh Drive, Ickenham, Middlesex, UB10 8QY

Signature:

