

Booking Contract

1. The acceptance of the Booking, as outlined on the Booking Form agreed by the Customer, is based on the acceptance by the Customer of the Terms and Conditions stated herein.
2. By submitting the Booking form and deposit, the Bride and Groom, Partners and/or their authorized agents, assign Zest Photography (thereafter known as The Photographer) exclusive professional rights to photograph the celebration outlined on the Booking Form.
3. In so assigning exclusive rights, the Customer (the person submitting the Booking Form) also assigns the copyright of all and any photographs to the Photographer.
4. The Photographers will use their artistic flair and experience to choose the most appropriate locations and poses for photographs. Reasonable requests for specific photographs and groups will be taken wherever possible. However, it is understood that if clients do not comply to agreed timings, photographic coverage and opportunities may be lost.
5. The 1988 Copyright Act assigns the copyright to the Photographers. It is contrary to the Act to copy or to allow being copied, by any means, photographs covered by this contract. However, where a usb has been given, the Customer may reproduce the images on the usb for their sole use. Digital or reprinted images cannot be shared with third parties.
6. It is understood that all original negative materials and digital files remain the property of the Photographer.
7. It is understood that the Photographer reserves the right to use photographs taken in window displays and to generally promote the Photographer's business in advertising, brochures, magazine articles, websites, social media and other such material providing that the images are used lawfully and without damage to the Customer.
8. The use of such photographs for publicity will be without payment or compensation to the Customer.
9. It is understood that the Customer shall forfeit any fees and deposits paid upon completion of the Booking Form in the case of cancellation.
10. If the Photographer is forced to cancel the agreement then it is understood that any fees and deposits so paid will be reimbursed in full to the customer.
11. It is understood that the quoted price of prints is guaranteed at the time of booking to the bride, groom/partners and their respective parents and guests providing orders are placed and paid for within three months of the wedding. It is understood that the Photographer reserves the right to charge the print price current when the orders are placed after this three month period.
12. Upon Booking, a deposit is required to secure the date (see our current price list). The Photographer will book a day on the basis of the first deposit paid. The remaining is payable four weeks prior to the wedding. Additional orders are to be paid for at the time of ordering.
13. **In the case of Cancellation by the customer, Zest must be notified in writing and a written acceptance received back to the Customer. Zest will make cancellation charges as detailed below:**

More than 18 months notice of cancellation	Full deposit will be retained
12 months to 18 months notice	Full deposit will be retained
12 months to 6 months notice	Deposit plus 10% of package fee*
6 months to 4 months notice	Deposit plus 20% of package fee*
4 months to 2 months notice	Deposit plus 50% of package fee*
Less than 2 months notice	The full package fee* will be payable

***Package fee is deemed to be either the package booked at time of signing or, in the event of no package chosen on booking form, the Lime Package value at the time of cancellation.**

14. It is understood that the signing of the booking form does not include the provision of press prints, although the Photographer will, at his discretion, attempt to meet reasonable requests.
15. It is understood that colour photography is undertaken within the technical limitations of the equipment and lighting conditions used and that certain colours may not necessarily be facsimile over the whole range of colours within a subject. It is also understood that prints/albums made at different times may be variable in colour balance.
16. It is understood that sizes quoted are approximate.
17. Although the Photographer shall exercise all reasonable skill, care and diligence in the discharge of their duties, it is understood that in the event of any unforeseen circumstances causing the loss of all photographic record, the Photographer shall only be responsible for the return of monies paid to date on a pro rata basis according to the amount of work undertaken and up to a maximum of the total booking fee.
18. Prices will be held at the amount published at the time of booking only where a specific package has been chosen. In the event of no package being chosen the photographer reserves the right to charge the package price published at the time of choosing. Upgrades will be charged at the differential between the chosen rate at the time of booking and the upgrade package at the time of upgrade.
19. It is understood that if Rod and Julie cannot for any reason give their personal coverage at a wedding, they will undertake to secure coverage by one of their appointed photographers.
20. A shoot list is to be prepared by the couple at least 2 weeks prior to the wedding. The photographers will use their best endeavors to capture all shots requested but cannot guarantee to do so. Bad weather, unwilling subjects or lack of time/organization are acceptable reasons in such cases.
21. It is the responsibility of the client to provide a hot meal for the photographers on the day of the wedding.
22. Other than for the wedding where a location has been agreed, all other shoots will be undertaken with 15 minutes travelling distance from BN17 unless reasonable expenses and fuel costs are covered.
23. The customer accepts that during busy periods the production and release of materials (including production of galleries, album production, wall art and delivery of final digital images) can take extended amounts of time. Timelines quoted at any time are estimated and may be subject to change
24. Midweek is defined as Monday to Wednesday inclusive
25. Amendments to these terms and conditions may be updated from time to time. These terms and will be posted on the website - although the company shall endeavor to inform the client of such updates, it shall be the clients responsibility to remain current by checking the website for such updates
26. Final selection of images and choice of album must be made within 12 months from the wedding date. Surcharges may apply for orders received after this period in line with supplier increases.

Signed (bride) (groom)..... Date.....