



**MASTERPIECES**  
Photography + Video

### Wedding Photography & Video Booking Form

**Wedding Date:** \_\_\_\_\_

**Bride's Name:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Groom's Name:** \_\_\_\_\_

Mobile: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Bride leaving from:** \_\_\_\_\_

**Ceremony venue:**

Name of Venue: \_\_\_\_\_

Address of Venue: \_\_\_\_\_

Ceremony starts at: \_\_\_\_\_ Ceremony completes at: \_\_\_\_\_

**Additional Photography Venues/Locations:**

Please allow at least 45 minutes plus traveling time for each location.

Name of Venues: \_\_\_\_\_

Address of Venues: \_\_\_\_\_

**Reception venue:**     Same address as ceremony venue

If different to ceremony venue:

Name of Venue: \_\_\_\_\_

Address of Venue: \_\_\_\_\_

Reception starts at: \_\_\_\_\_ Bride and Groom arrive at reception: \_\_\_\_\_

**Your Wedding Photography/Video Price -** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Your Wedding Photography and Video Price -** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I/We, the undersigned, hereby commission Masterpieces by ND Photography to undertake our Wedding Photography/Video as detailed above. We have read and understood the terms and conditions supplied (see attached) detailing the provision of services and the copyright of the photography.

Bride / Payee:

Name: \_\_\_\_\_

Groom / Payee:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms and Conditions for Wedding Photography and Video

### General

This agreement is between David K Wall and Nadine T Davidson, trading as Masterpieces by ND Photography (A.B.N 98 740 356 988), (hereafter referred to as "the Photographer") and the Client as detailed on the Booking Form.

It is agreed that the services requested in the Booking Form and any attachments are subject to the terms and conditions set out in this Service Agreement and no variation or modification of the agreement shall be effective unless agreed by the Photographer and Client in writing.

The Photographer undertakes to carry out the agreed duties and provide the requested services in a timely and professional manner. If for any reason the services cannot be delivered or provided and where this is shown to be the fault of the Photographer, it is agreed that there will be a fee adjustment to take into account the reduced capacity of the Photographer to provide the agreed services. In the event of a dispute, the Client and the Photographer agree to appoint and accept the decision of an independent arbitrator. Any compensation for services not provided shall be limited to the agreed value of those services as set out in the Booking Form, and in any event, shall be limited to the amount previously paid for those services.

The Client acknowledges that the photographic coverage will be at the discretion of the Photographer. No one photograph will be deemed to be more important than another. Special requests are not binding instructions, but the Photographer agrees to make every effort to comply with the Client's requirements. Inclement weather & circumstances outside the control of the photographer may prevent images being captured.

### Copyright - Use of Photographs

All imagery remains the copyright property of Masterpieces by ND Photography. Masterpieces by ND Photography will grant the client a royalty free lifetime license for reproduction of the imagery for personal use only. Requests for commercial use of photographs are to be submitted for approval. An additional fee may be payable and files will be supplied with watermarks which must be visible unless otherwise agreed.

Masterpieces by ND Photography reserve the right to prohibit the copying of a CD/DVD containing the photographs where the CD/DVD contains a presentation produced by Masterpieces by ND Photography.

The Client hereby indemnifies the Photographer against any claims and damages, including reasonable legal fees, arising from the Client's use of the photographs and the Photographer's use of any material under instruction from the Client.

The Client hereby grants to the Photographer the right to use any image taken as a result of this agreement for display in the Photographer's portfolio, exhibitions, competitions and other promotions of the Photographer's work. Where the Client is arranging a function at which photographs of other people may be taken, the Client agrees to advise participants of the terms of this agreement. Anyone who does not wish their photograph to be taken should make this known to the Photographer. The Photographer agrees that he will act on a reasonable written request from the Client that particular photographs not be used for these purposes. Other than for these purposes, the Photographer agrees that no commercial or product promotion use will be made of the photographs unless agreed to in writing by the Client and/or the person(s) identifiable in the photograph(s).

### Quality

The Client understands and acknowledges that certain lighting conditions, reflections, dyes and materials can affect the ability of photographic equipment and materials to reproduce the exact colour as perceived by the human eye. The Photographer will endeavour to provide a pleasing colour balance appropriate to the end use of the images. The Client also understands that image sizes are arbitrary and that the Photographer's ability to match the size requested will depend on the cropping of the photograph.

Original image files will normally be supplied as .jpg files unless prior arrangement is made for a different type of file (for example, .tif or .psd file types). Under no circumstances will RAW files be supplied.

The Client also acknowledges that color dyes and inks used in photography may fade or discolor over time due to the inherent qualities of the inks or dyes, and the Client releases the Photographer from any liability for any claims whatsoever based upon fading or discoloration due to such inherent qualities. It is the Client's responsibility to ensure proper storage and protection of all print and original media. DVD material will normally be supplied on industry standard DVD-R media.

### Cancellation

The Photographer agrees that the Client may cancel this agreement at any time by giving written notice to the Photographer but in doing so may forfeit any monies paid.

The Client agrees that the Photographer may cancel this agreement at any time by giving written notice to the Client and providing a full refund of any fees paid by the Client. The Photographer confirms that cancellation will only be contemplated where the Photographer is physically unable to perform the duties specified. The Photographer also confirms that in the event of cancellation, he will use his best efforts to locate and arrange an alternative photographer.

In the event of cancellation, the Client and the Photographer agree that the liability of one party to the other shall be limited to any money that has previously been paid in relation to this agreement. Neither party shall be liable for indirect or consequential loss.

### Resolution of Complaints

Any complaints should be notified to the Photographer, in writing, within 28 days of receipt of the images or provision of the services detailed in the Booking Form.

The Photographer agrees to reply to any complaint within a period of 14 days.

The Photographer will make every effort to resolve any issues as quickly as possible. Where mutual agreement to resolution is not possible, the Photographer agrees to meet with an independent referee to attempt to bring the matter to a satisfactory solution.

### Payment of Photography Packages

Schedule of payments for Photography Packages is as follows:

Deposit of \$250 (single service) or \$500 (combined service) required for confirmation. This deposit is non refundable. Balance of Photography and or Video Coverage Package is to be paid in full two (2) weeks prior to the Wedding Date. Any additional purchases eg Albums/print packages are to be paid at time of ordering.



**MASTERPIECES**  
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Please keep for your reference

**Payment: (\$250/\$500 Deposit required to secure date)**

**Cash Payment**

Please make this payment in person

**Bank Transfer**

**Bank Account Details for Payments:**

N T Davidson-Wall & D K Wall  
Commonwealth Bank  
BSB 064 413  
Account 10166245

**Credit Card Payment** (Visa or Mastercard only - processed via PayPal - 2.5% surcharge)

Card Number \_\_\_\_\_

Expiry Date \_\_\_\_\_

Name on Card \_\_\_\_\_

**Payment Plan**

Please start a payment plan (Minimum first payment of \$500.)

Payment Paid:    Date: \_\_\_\_\_    Payment Type: \_\_\_\_\_    Amount: \_\_\_\_\_

Balance Due: \_\_\_\_\_

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