



# WEDDING PHOTOGRAPHY AGREEMENT

# Contents

Definitions	4
Alterations	4
Summary	4
Pricing	4
First Payment	4
Final Payment	5
Refund of First Payment	5
Extraordinary Cancellation	6
Refund Method & Processing	6
Booking Dates	6
Delivery of Photos	6
Number of Photos	7
USB Drive	7
Photo Selection & Editing	8
Photo Printing	9
Coverage Time	9
Scheduled Breaks & Meals	9
Rain Check	10
Limit of Liability	10
Force Majeure	10
Punctuality	11
Travel Time	11
Sub Contracting	11
Copyright	12
Subject Cooperation	13
Photo Attribution	13

Preparation	13
Timeline	13
Photo Touch Ups	13
Permission	14
Forewarning	14
Family Group Photos	14
Other Group Photos	15
Agreement	15

## Definitions

Between the Client (You and your partner) and Chris Jack (Chris, the photographer, he).

Maximum resolution is the maximum pixel resolution of the camera used, after cropping.

Acceptable photos are those chosen by the photographer for inclusion in the gallery that conform to technical, artistic and style standards such as being in focus.

Coverage is a term used to describe the number of hours the photographer will be working, from the start time until the designated finish time, minus any scheduled breaks.

## Alterations

Any special conditions or changes we agree via writing/email, or are stated on your booking description or quote will override these default terms.

## Summary

You are entering into an agreement for professional wedding photography with Chris Jack (the person) as the main photographer operating under the trading name Chris Jack Photography, under the legal company WorkZerk PTY Ltd starting at the date and time selected on your online booking.

## Pricing

Wedding photography pricing is calculated on the basis of a \$500 base fee for pre-wedding consultations, preparation of timeline summary, travel costs including parking and tolls, portrait location scouting before the wedding day, gear preparation, planning and provision of usb drive after the wedding.

Coverage time is priced at \$200 per hour including the editing of those photos and provision of online gallery for two years.

Travel time/costs and any other costs are included unless stated on a quotation.

## First Payment

The client understands that availability is subject to change including other client bookings made after the most recent confirmation of availability to you.

To be fair to all clients, wedding dates can only be confirmed after the first \$400 payment has been paid. In the unlikely event the photographer has to decline a booking made online after the first payment due to unavailability, a full refund of the deposit will be provided forthwith via the same payment method.

## Final Payment

Final payment of the total agreed fee is due in full five days before the wedding date. If the final payment is not received within 48 hours of the wedding start time the photographer reserves the right to cancel the booking and retain the initial \$400 payment to compensate for not being able to book another wedding on that day (with any payments over and above \$400 being refunded).

If you save your credit card details when making the first payment (recommended) you can give authorisation to the photographer to automatically charge the credit card used to make the first payment for the final payment when due (for your convenience).

Please note: The final payment is due on the Monday of the same week as a typical 'Saturday' wedding. Payment methods available include Direct Deposit & Visa/MasterCard credit cards or debit cards online using the Stripe Payment gateway or by requesting an invoice which will contain an online payment link (and bank account details if required for direct deposit). If paying by direct deposit please allow 2-3 extra days for clearance of funds.

<b>Day Of Wedding</b>	<b>Final Payment Due</b>
Saturday	Monday before
Sunday	Tuesday before
Monday	Wednesday before
Tuesday	Thursday before
Wednesday	Friday before
Thursday	Saturday before
Friday	Sunday before

## Refund of First Payment

Full refunds of the initial \$400 payment are available up to 60 days before the wedding date if you wish to cancel the booking for any reason. Within 60 days of the wedding, the \$400 payment is not refundable as the photographer will probably not book another wedding on that day with such short notice.

## Extraordinary Cancellation

In the unlikely event a cancellation of the wedding photography is requested by the client after full pre-payment has been made five days prior, the following table will be used to calculate a fair refund in extraordinary circumstances.

Period	Amount of Refund
Outside 24 Hours	Full refund minus \$500
Day of Wedding (Before start)	Full refund minus \$700
During Wedding (After start)	Full refund minus \$700, minus coverage time pro-rata

## Refund Method & Processing

Refunds are always sent using the same payment method (e.g. credit card if you paid by credit card, direct deposit if you paid by direct deposit) and take 7-14 days to be received.

## Booking Dates

It is the responsibility of the client to ensure that the email address and date/start time selected for the initial online booking is accurate and that contact has been made with the photographer leading up to the date of the wedding e.g. a pre-wedding consultation has occurred and dates/times reconfirmed 1-2 weeks prior.

As an additional precaution, a reminder email should be sent automatically 72 hours before the wedding photography start time by the photographers scheduling platform (Acuity Scheduling). If you do not receive this email as expected with the subject similar to "BOOKING REMINDER" please contact the photographer immediately to ensure the booking is scheduled correctly, and that your email address is accurate (as this address will also be used to deliver the sneak peek photos the day after the wedding).

## Delivery of Photos

The delivery date for all edited acceptable photos (the full gallery) is 30 days from the wedding date.

The gallery will be delivered via the Pixieset platform through a password protected email link sent to the email address used to make the initial booking.

Occasionally, due to unexpected increased workload, sickness, internet disruptions, acts of god or natural disasters, hardware failure or other technical problems, it may not be possible to deliver all photos within 30 days of the wedding. In these rare cases, the photographer will supply as many photos as possible, and advise the expected revised delivery time.

## Number of Photos

You can expect approximately 50 photos per hour of standard wedding photography documentary style coverage (during periods such as the ceremony) and 10-25 photos per hour during couples portraits or group photos (proportionate to the amount of time allocated or available on the day). As each wedding is different in terms of the number of guests and their participation, photo opportunities, weather and timeline etc. the total amount of photos delivered is an approximation only.

Chris will deliver the acceptable edited photos as a high resolution digital download link at maximum resolution and social media resolution (2048 pixels) at the longest edge.

## USB Drive

Clients may also request one free standard, non-decorative USB drive at <https://www.chrisjack.com.au/usb> if they are unable to download the files using their internet connection.

If requesting a USB drive the client understands that it will be an exact replica of the files available online, and is for transfer purposes only (not intended as a backup device). The USB drive must be requested within 60 days of receiving the online gallery.

60 days after photos have been made available to the client online, the photographer shall have entirely fulfilled his responsibilities and obligations within this agreement for the provision of photos, including considering further changes, maintaining backups of the photos and provision of the usb drive.

It is the responsibility of the client to maintain permanent backups of maximum resolution photos once provided online, to their satisfaction and to advise any problems accessing or downloading them at the earliest possible stage.

The photographer shall to the best of his ability maintain the hosting of the online gallery of social media resolution and maximum resolution photos on Pixieset or other online platform for a period of two years from the wedding date.

While the photographer will conscientiously maintain these external links for at least these periods as part of this agreement, he cannot be held responsible for data corruption, platform disruptions, accidental deletion or loss of data on these third party platforms.

Please note: The photographer recommends you make multiple backups of the maximum resolution photos to both physical backup media, and to multiple other online cloud storage services such as your own Dropbox or Google Drive and verify every photo has been transferred/downloaded successfully immediately upon receiving the maximum resolution photo links.

## Photo Selection & Editing

Chris will select the best acceptable photos taking into account his technical, artistic and style standards, such as making sure each photo is in focus, is adequately exposed, is flattering for the subjects, well composed etc. and personally individually edit each of them from the raw files in Adobe Lightroom Classic for enhancements such as cropping, exposure, white balance, contrast, sharpening, noise reduction and colour treatment.

Photos which are not in focus, or are not of acceptable quality, or are similar to other better acceptable photos will not be included in the gallery.

For practical and reputational reasons the photographer will not be able to provide access to 'all photos taken' for the purposes of client photo selection.

All acceptable photos will be edited by the photographer to his artistic style. The photographer will also consider incorporating your personal feedback and requests for reasonable changes to photos to including cropping, exposure, white balance and couples portrait touch-ups providing photo numbers are emailed to the photographer and requests are made within 30 days of the initial gallery being received. The ultimate final edit of each photo however is at the discretion of the photographer.

Wedding photography shall include "touch ups" (spot removal of clearly visible blemishes, subtle teeth whitening, subtle skin softening, subtle eye enhancement) from close up couples portraits of the bride and groom as required on an individual photo basis for the couples portrait set, but no Photoshop airbrushing, frequency separation, compositing, cloning, liquify or other artistic



manipulations or embellishments without prior arrangement (including sky replacements or background changes).

To maintain original image quality, you may not alter the finished photos by cropping, changing the colours or applying filters on Instagram etc.

Please Note: Suggest cropping changes if needed so the images are kept at the best possible resolution and image quality (by cropping/altering from the original raw files).

## Photo Printing

Digital files only are provided as part of this photo service. No printed photos, albums or artworks are included as part of this agreement unless stated elsewhere, the client is responsible for any printing or creation of artworks from the digital files at their cost.

You and all guests you personally provide the online gallery link and password to are entitled to print artworks such as prints, photo books and albums from the high resolution or maximum resolution files without restrictions or extra costs other than the direct cost of your chosen printing service (in perpetuity).

Please note: The photographer is not responsible for the final quality of any third party printed products, and recommends the use of professional print services wherever possible such as Streets Imaging in West End, Brisbane. The photographer recommends printing small artworks initially before ordering larger versions once you have checked the quality of the print service is up to your expectations.

## Coverage Time

The original quotation for wedding photography cost and booking is based on an estimate of the number of hours coverage. The actual total coverage hours will be set by the client during the pre-wedding consultation prior to the wedding day and may be adjusted up or down, according to the original pricing quoted.

Coverage 'hours' can be split into half hour blocks as needed.

Coverage starts from when the photographer arrives at the first location (e.g. getting ready or the ceremony) and includes any travel time between locations.

The minimum total coverage for one wedding day is three hours, and the maximum ten hours (or longer at the photographers discretion or with prior arrangement).

## Scheduled Breaks & Meals

Wedding coverage lasting a combined total of five hours or longer including breaks requires a standard venue provided main course meal or access to other available food such as a buffet to be provided to the photographer at the clients expense and preferably served at the same time as the bride and groom/bridal party (for practical reasons, to ensure the photographer can remain in the vicinity of the reception, and does not miss any special moments).

If a meal is not or cannot be provided within 30 minutes of the next scheduled activity (such as the start of speeches) the photographer may temporarily leave and source a meal off-site, and return for the next activity, or reschedule his break for later in the evening for this purpose.

The photographer may take short 'comfort breaks' where required and cannot be responsible for any missed shots during these short unscheduled breaks. A 45-90 minute break must be worked into the timeline for coverage lasting five hours or more which will add to the coverage time (i.e. you will not pay for the photographers scheduled breaks).

Any 'overtime' (coverage exceeding the schedule agreed) must be verbally agreed to by either partner on the day and is at the photographers discretion, and be calculated at the agreed hourly coverage rate in half hour blocks. Any overtime cost must be paid the day after the wedding. If the photographer stays longer than his scheduled finish time at his own discretion, there will be no additional cost or overtime.

## Rain Check

The client may at their sole discretion elect to reschedule their couples portraits for another day if the weather is not favourable including rain, strong winds or other undesirable conditions, at no extra cost, for a maximum duration of one hour.

Where a rain-check has been requested by the client, the photographer will use that time for another break so coverage time is not affected.

## Limit of Liability

In the unlikely event something unexpected happens like equipment including cameras, lenses, lights, bags, batteries, backups or memory cards are lost, damaged, malfunction or are stolen (including backup and contingency equipment) or the photographer is severely ill and cannot proceed at any stage or is significantly impaired, then he will refund you proportionate to the

estimated loss/deficiency or impacted coverage time, or stay longer on the day to make up the time (at the discretion of the client) but that is the maximum liability under any circumstances.

## Force Majeure

The photographer cannot be held responsible for fulfilling obligations in this agreement due to circumstances or events beyond his reasonable control such as war or civil unrest, strikes, protestors, acts of god, severe weather events or other unexpected disruptions.

## Punctuality

The photographer agrees to prepare and plan for travel to the starting location with the intention of arriving on-site punctually, but is not responsible for missed photo opportunities due to late arrival caused by unexpected delays due to vehicle mechanical problems, gps or satellite navigation disruptions or errors, road closures or detours, car park access delays or malfunctions etc.

Where the photographer arrives 15 minutes later than his scheduled arrival time (regardless of the underlying reason) this time will be added to the coverage time or that time refunded pro-rata at the discretion of the client, but that is the maximum liability in all circumstances.

## Travel Time

Travel time is assumed to be included for all Brisbane, Ipswich, Toowoomba, Sunshine Coast, Noosa, Gold Coast wedding destinations on the day of the wedding. For travel outside these areas including interstate, regional or international destinations a separate itemised quotation will be provided on the quotation or advised by email for any additional costs.

In general terms, travel is included for up to 90 minutes travel each way to the wedding destination, and included unless stated otherwise on any quotation.

## Sub Contracting

The photographer will not use other people as the main photographer without your permission, which would only be if he was sick, incapacitated or could not attend due to extraordinary or exceptional personal reasons. If the photographer is unable to attend, he will to the best of his ability and capacity attempt to source an alternative photographer that meets your requirements from his network of contacts and short list alternative photographers for you, whilst providing a

full refund of all monies paid or forwarding received payment with your permission to that photographer for their services.

## Priority

The photographer for practical reasons and to ensure important moments are captured optimally must be the main, first priority stills photographer while he is present at the wedding and providing coverage.

If a professional or amateur videographer or photographer has been approved or hired by the client, priority and preference shall be granted to the photographer's wishes (and assumed) in respect to the location of photography and lighting equipment, shooting positions (including down the aisle), setting up scenes, access to subjects, poses etc. unless other prior arrangements are made before the wedding day.

Where the client is not available (e.g. during the ceremony) the client gives their permission for the photographer to politely ask other guests, persons or suppliers on their behalf to cooperate in this regard.

The client agrees to provide the contact details of any amateur or professional videographer at the pre-wedding consultation or earlier so mutually beneficial shooting protocols can be agreed.

## Copyright

As with all professional photography, the copyright for photos is held by the photographer who 'clicked the shutter' but Chris grants you and all guests you provide access to a license to use the photos for unlimited and perpetual personal print usage such as prints, albums, canvasses or any other artworks.

Unless agreed beforehand, you agree and understand that the photographer as the copyright holder may use some or all images for advertising, promotional or marketing usage in a public portfolio, marketing website gallery or on social media such as Instagram and Facebook or other public platforms. If you anticipate requiring complete privacy and non marketing/promotional usage by the photographer of more than 5% of the images captured, you agree to expressly object to this in writing (such as email) before booking so an alternative understanding or arrangement can be made, or a non-usage clause and additional fee proposed for the loss of marketing opportunity.

Otherwise, you waive all rights to object to the marketing, promotional, social media or public usage of these photos by the photographer after the photos are captured. You do however, have the unilateral right to nominate up to 5% of photos that will not ever be used in a public portfolio

by the photographer, should this be required, by emailing the photo numbers within 7 days of receiving the gallery.

All commercial suppliers (such as venues for example) can't automatically use photos commercially for advertising (digital or non-digital), display advertising, magazines, website galleries or images, blog articles or printed brochures without email consent from the photographer, but they can use images for time stamped social media or blog posts with your permission, with attribution of the photographer e.g. 'Photos by Chris Jack Photography'.

## Client Privacy

Only first names will be used in relation to any public display of the photos or social media posts to protect your privacy by the photographer e.g. "Stephanie & Chris".

For further privacy, pseudonyms may be requested or an alternative name or term used to reference the wedding, preferably advised before the wedding day.

## Subject Cooperation

The client understands that the behaviour and cooperation of guests and subjects is out of his direct control for capturing a perfect photo in every scene in terms of each person smiling, keeping their eyes fully open and their mouth closed, looking directly at the camera etc. and it may not be feasible to check every photo by zooming in after every shot, especially group photos.

Please note: An unplugged wedding or wedding ceremony will generally reduce the number of people not looking at the photographers camera, as there is less competition for attention.

## Photo Attribution

When personally posting to social media such as Facebook, Instagram or any public forum or website the client and all guests through the terms of service shown in the footer of the Pixieset gallery agree to attribute that Chris Jack was the photographer such as a "Photos by Chris Jack Photography" in the tagline or mention in the description or comments.

## Preparation

Preparation as part of the total fee paid will within reason include any required "off site" phone calls, emails, discussions or meetings on the phone or online chats with clients, venue managers,

owners, organisers, property owners, councils and other authorities, wedding planners and celebrants etc. and on-site visits to locations if deemed necessary before the wedding day.

## Timeline

At the pre-wedding in-person consultation included with your coverage, it is suggested that the client brings a complete timeline, itinerary or run sheet for the whole day. It is not the responsibility of the photographer to create the entire timeline and determine the exact timings on the day at this stage, as he is not privy to all information, your preferences and prior arrangements.

## Photo Touch Ups

Due to the labour intensive nature of "touching up" individual photos (5-10 minutes per photo), a flat fee of \$5 per photo is requested to touch up photos that are not part of the COUPLES PORTRAIT set.

Please note: All photos are individually edited and couples portraits are touched up as required. It is however not practical to touch-up (remove spots or blemishes, subtle whiten teeth, subtle soften skin etc.) from every single acceptable photo such as all CEREMONY photos, so this is best requested after the initial photos are delivered, and individual requests made if required.

## Permission

The client undertakes that they have or will make appropriate arrangements or will ask the photographer to seek these permissions where required to legally shoot at any client suggested locations or scenes, such as hotel lobbies, government, local council, commercial, state or federal property or private property and that they understand the photographer may have to comply with any directions or requests made by property owners or representatives or their agents, security guards, council officers, employees, police officers, park rangers or other persons to stop or limit photography.

Please Note: The photographer is happy to shoot anywhere in public places or spaces within the law and with the permission of the property owners or custodians. The photographer is also happy to seek this permission on your behalf before the wedding day.

## Forewarning

As wedding timelines are just a guide for the day, to ensure every important moment has the best chance of being captured, and the photographer is present and gear configured correctly, the client agrees to forewarn the photographer of the actual impending start of any special stages or activities such as speeches or 'the first dance' on the day itself to enable appropriate lighting and gear setup wherever possible (e.g. "Speeches will start in 10 minutes!"). The photographer

requests prior notification at least 10 minutes before all planned activities either directly from the couple, or through a nominated M.C. (Master of Ceremonies) or wedding planner/coordinator.

While the photographer will do the best he can to adapt to changing situations, the photographer can not be responsible for missed moments where these checks and forewarnings were not given (as he may be outside the room, capturing photos in another room or area, or on a break for example).

## Family Group Photos

To help family group portraits proceed to schedule, the photographer requests the client creates a prioritised list of required formal family group shots with individual persons names, and to allow appropriate time for these in the schedule including setup time for extra lighting (approximately 10 minutes to setup and 2 minutes per photo)

It is also requested by the photographer that one person such as the maid of honour or best man is tasked with ushering guests and crowd control, as this will significantly speed up the process.

## Other Group Photos

The client understands that for all 'to camera' group photos such as family photos, large group photos of all guests etc. that an additional person or 'assistant' will be essential to locate, assemble, usher and organise people, so that the photographer can concentrate on taking the best possible photos, and make final adjustments to the posing once guests are in place. This role includes ensuring that any background areas are free of other guests within the scene during any formal group photos.

## Agreement

A photography agreement (this document) is required to be accepted electronically online to confirm the booking, in addition to the initial booking payment (by either couple, on the couples behalf).