



## Photography Booking Form

Name:

Email:

Phone Number:

Postal Address:

Date of Event:

Time of Ceremony:

Time of Reception:

Address of Ceremony:

Address of Reception:

Preferred Photo Locations:

What is the earliest time we can access the ceremony and reception venues?

Name and contact phone of Ceremony Venue contact:

Name and contact phone of Reception Venue contact:

Approximate Number of Guests:

Are there any restrictions we need to know about?

Are we able to set a static camera on a tripod at the front of the ceremony venue?

Yes

No

Are we able to set up additional lighting if required?

Yes

No

Is there anything you don't want photographed?

On a scale of 1 – 5 (1 being not close at all) how close are we able to be to the front of the ceremony and special events at the reception?

1

2

3

4

5

*\*\*Please note we require meals for both camera operators too be supplied.*

## **TERMS & CONDITIONS**

In the following Terms & Conditions the "Photographer /videographer" shall refer to **Hawthorne Creative. The** client(s) shall be those persons defined as the Bride, Groom, or contract signatory of the contract on the booking form. The product/service/work shall be the collective term for the attendance and filming of the wedding event and subsequent provision of an edited video. These Terms & Conditions cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the Videographer in writing.

### **1. RIGHTS**

1. The client(s) allows the **Photographer /Videographer** to display any photos/video, sound or image covered by this contract for promotional and demonstration purposes, including advertising, websites, social media, printed media, etc.

### **2. OWNERSHIP**

1. All original recordings, photographs and edited computer files will remain the property of Hawthorne Creative. Original raw footage (non-edited material) is the sole ownership of the Hawthorne Creative and is not intended for client viewing and is not part of the supplied finished package.

### **3. LICENSE**

1. The property and any copyright or other intellectual property right in all material produced by Hawthorne Creative in performance of the goods/services belong to Hawthorne Creative. , but the client shall be entitled to use the material supplied under this contract solely for personal use, subject to payment in full of all sums payable under this contract.
2. The use of copyrighted music within the client's video shall only be used for private viewings. The Phonographic Performance License used in the supplied videos are not permissible for public performances.

3. Recording and dubbing license have been obtained by Hawthorne Creative. allow the legal recording of live music and use of recorded music in the soundtrack of the videos. This is for personal use only, such as on DVD, USB and Blu-ray.
4. Licenses obtained do not allow the use of the videos being uploaded to the internet.
5. The customer is forbidden from uploading the videos themselves to the internet unless the video only contains copyright-free music.

#### **4. COVERAGE & REPRODUCTIONS**

1. photos/video taken during the event will be at the discretion of the photographer/videographer, although every effort will be made to comply with the client's requirements.
2. For a booking involving a Church Ceremony or certain venues, the photographer/videographer, movements are sometimes restricted by the official in charge. The area from which the photographer/videographer, can cover the ceremony may not be the videographer's choice and he cannot accept responsibility for any obstructed view should this be the case.
3. It is the sole responsibility of the client to secure permission of the venue to set up equipment and record with or without flash.
- 4.

#### **5. ON THE WEDDING DAY**

1. The photographer/videographer from Hawthorne Creative is the only authorised and official photographer/videographer, for your wedding day.
- 2.
3. The photographer/videographer, will abide by all rules of the facility and/or directions of the staff/facility coordinator with regard to video set-up and will not be held responsible for absence of certain shots due to such rules and/or directions, or due to interference by wedding guests or vendors.
- 4.

#### **6. EDITING & POST PRODUCTIONS**

1. Whilst every effort will be made by the photographer/videographer, to supply the client with a satisfactory product based upon the photographer/videographer, advertised style, and to the specified requirements agreed beforehand, all editing and post production will be carried out to the photographer/videographer's discretion.

## **7. FORCE MAJEURE (BEYOND THE PHOTOGRAPHER/VIDEOGRAPHER, CONTROL)**

1. In the event of the photographer/videographer, being unable to attend the filming date due to illness, injury, etc. he/she will endeavour to provide or recommend the client with a suitable replacement photographer/videographer,
2. The photographer/videographer, shall not be liable in the event of bad weather or unforeseen circumstances, including illness, from preventing him/her from completing the work. In the event of equipment failure beyond the
3. photographer/videographer, control, including theft of equipment or material, the photographer/videographer, is not liable for refund or compensation, but will try to appease the client using any available recorded material. In the unlikely event of a total video failure, liability shall be limited to a refund of monies paid other than the deposits.
- 4.
5. The photographer/videographer, reserves the right to cease filming or editing if situations arise that are unfit to continue, eg. grounds of safety, mistreatment, offensive or abusive behaviour, or unacceptable working condition. In these instances, the photographer/videographer, is not liability for refund or compensation.

## **9. CANCELLATION**

1. Deposits are non-refundable unless cancellation is done by the photographer/videographer, If cancellation is done by the client, any money paid other than deposits shall be returned. However, if the client cancels within one month prior to the wedding, the photographer/videographer, is entitled to invoice the client for loss of earnings unless a suitable solution is agreed.

## **10. LIABILITY & REFUND**

1. The client's payments covers/pays for labour and presentation media in the production of the agreed photos/video. Every effort is taken by the photographer/videographer, to provide the client with agreed product, and dissatisfaction of its contents, although regrettable, will be deemed subjective and is therefore not open for interpretation by the client as grounds for refunds or compensation, for which the photographer/videographer, is not liable.

## **11. ACCIDENT & DAMAGE**

1. The photographer/videographer, cannot be held responsible for any personal injury/accident or damage during a video shoot. The client is free to take out their own insurance, there are many wedding insurance policies available.

## **13. ALTERATIONS & CORRECTIONS (FOR VIDEO ONLY)**

1. After taking collection of the agreed video, any requests for alterations will be undertaken free of charge and at the discretion of the videographer (eg. Spelling mistakes that are not the fault of the videographer, arrangement/change of music), and shall be limited to one revised video. Further corrections will be seen as a new job/contract and therefore chargeable.
2. The client has 14 days from the date of collection to return the video for any corrections or alterations to be undertaken free of charge.

## **PAYMENT**

The total cost for your photography/videography package is

This amount must be paid in full 14 days prior to the event. A deposit of

Is required to secure your booking

We have an EziPay system available to pay off the balance in small weekly payment. Please tick below if you would like to access this

Yes

I have read and understood the above terms and conditions and agree to within 2 days of submitting this form to the bank details listed below. I understand that the balance must be paid in full 14 days prior to my event.

I understand that deposits are non-refundable unless cancellation is done by the photographer/videographer, If cancellation is done by the client, any money paid other than deposits shall be returned. However, if the client cancels within one month prior to the wedding, the photographer/videographer, is entitled to invoice the client for loss of earnings unless a suitable solution is agreed.

Full Name:

Signature:

Date:

### **Payment Details**

Please make deposit payable to;

Hawthorne Creative

BSB: 484 799

A/C: 480027715

Ref: Please use your surname