

Photography Agreement — Weddings and Sessions

Bahía Photographer · bahiaphotographer.com

Between

Adam Josef Lankamer, trading as **Bahía Photographer**, NIE / VAT ID Z3789734Y (ESZ3789734Y),
Calle Mezquita Alta 699, 18697 La Herradura (Granada), Spain · adam@bahiaphotographer.com · +34 641
758 592 ("**the Photographer**")

and

Name(s): _____

ID / passport number(s): _____

Address: _____

Email: _____ Phone: _____

("the Client"; where two people sign, each is jointly responsible for this agreement)

1. The booking

1.1 The Photographer will photograph the Client's wedding as set out in **Schedule A** (date, venue, times, package).

1.2 The date is reserved for the Client only once this agreement is signed by both parties **and** the booking payment in clause 3 has been received. Until then the date may be offered to others. A date held in the online availability calendar is held for 72 hours.

1.3 The Photographer photographs one wedding per day.

2. What is included

2.1 The package in Schedule A includes:

- a planning call before the wedding and help with the day's timeline;
- photography for the hours stated in Schedule A, starting at the agreed time;
- the number of individually edited photographs stated in Schedule A (Elopement 200 · Half day 400 · Full day 600);
- behind-the-scenes photos or video (the making of);
- delivery **within 7 days** of the wedding in a private online gallery, as high-resolution files without watermark;
- a private album page on bahiaphotographer.com, reachable only by its link and hidden from search engines;
- travel within 100 km of La Herradura.

2.2 Selection and editing. The Photographer chooses and edits the photographs in their own style, as shown in their portfolio. Unedited or RAW files are not delivered. Requests for specific shots are welcome in advance, but because a wedding is a live event the Photographer cannot guarantee any particular photograph.

2.3 Extra hours may be added in advance or on the day, if the Photographer is available, at **€250 per hour** (VAT included). Extra hours added on the day are paid within 7 days.

2.4 Travel beyond 100 km of La Herradura is charged at a flat **€1 per km** (VAT included) for every kilometre beyond the first 100 km, each way. If a venue is far enough to need an overnight stay, the cost is agreed in advance and stated in Schedule A.

3. Price and payment

3.1 The total price is stated in Schedule A. **All prices include 21% VAT (IVA).**

3.2 Payments:

- **Booking payment: 30% of the total price**, due within 72 hours of signing, to reserve the date;
- **Balance: 70%, due no later than 30 days before the wedding.** If the agreement is signed less than 30 days before the wedding, the full price is due on signing.

3.3 Payment by bank transfer to the account in Schedule A, by Bizum, or by card through a secure Stripe payment link sent by the Photographer. Cash is accepted only where the total price of the booking is under €1,000, as Spanish law requires. The Client pays any bank charges for international transfers.

3.4 If the balance is not received by its due date, the Photographer will send a reminder. If it is still unpaid **7 days** after the reminder, the Photographer may treat the booking as cancelled by the Client under clause 4. Photographs are delivered once all payments due have been received.

4. If the Client cancels

4.1 The Client may cancel at any time by writing to the Photographer. Because the date is kept exclusively for the Client and becomes harder to rebook as the wedding approaches, the following amounts are kept or payable:

Cancellation received	Amount kept by the Photographer
More than 6 months before the wedding	The booking payment (30%)
Between 6 months and 60 days before	50% of the total price
Less than 60 days before	100% of the total price

If the Photographer books another paid wedding on the cancelled date, the amount kept is reduced to the booking payment only. Anything already paid above the amount kept is refunded within 14 days.

4.2 The booking payment is given as a **deposit under article 1454 of the Spanish Civil Code (arras penitenciales)**: the Client may withdraw by losing it, and the Photographer may withdraw only on the terms of clause 6.1, returning it doubled.

4.3 The Client may cancel **free of charge within 14 days of signing**, and receives a full refund within 14 days, provided the wedding is more than 30 days away when they cancel.

5. Changing the date

5.1 The Client may move the wedding to a new date **once, free of charge**, if the request is made more than 6 months before the original date and the Photographer is free on the new date. The payments already made are carried over.

5.2 Any other change of date is treated as a cancellation under clause 4, unless the Photographer agrees otherwise in writing.

5.3 A change of package to a smaller one is possible up to **6 months** before the wedding; the price is adjusted, but the booking payment already made is not reduced.

6. If the Photographer cannot attend

6.1 If the Photographer cancels for any reason other than those in clause 7, the Photographer refunds **everything the Client has paid, plus an amount equal to the booking payment**, within 14 days.

6.2 If the Photographer cannot attend because of illness, injury or another serious emergency, the Photographer will try to arrange an experienced replacement photographer of a similar style. The Client may

accept the replacement or refuse it. If the Client refuses, or no replacement is found, **everything the Client has paid is refunded in full** within 14 days. The Photographer is not liable for any further cost.

7. Events outside anyone's control

7.1 If the wedding cannot take place, or the Photographer cannot perform, because of an event outside the control of either party (for example natural disaster, severe weather warnings, epidemic restrictions, government orders, or the venue becoming unavailable), the parties will first try to agree a new date **free of charge** under clause 5.

7.2 If no new date is possible within **12 months**, the Photographer refunds everything paid, less any reasonable non-refundable costs already incurred for this wedding (for example travel or accommodation booked), shown with receipts.

8. What the Client agrees to

8.1 Send the final timeline, addresses and the list of family group photos at least **14 days** before the wedding.

8.2 Name a contact person on the day who can point out family members and help gather groups.

8.3 Make sure the Photographer is allowed to photograph at the venue and ceremony, and tell the Photographer about any restrictions (for example no flash or no photography during the ceremony). The Photographer is not responsible for photographs that could not be taken because of those restrictions, or because of guests' phones or other photographers blocking the view.

8.4 For coverage of 6 hours or more, provide a meal and a short break, and a safe place to leave bags.

8.5 Delays that are not caused by the Photographer come out of the agreed hours unless extra hours are added under clause 2.3.

9. Delivery and keeping the photographs safe

9.1 The photographs are delivered within 7 days of the wedding, or of receipt of all payments if later.

9.2 The online gallery stays available for **12 months** from delivery. The Client should download and keep their own copies. The Photographer keeps a backup of the delivered photographs for **2 years**, after which they may be deleted.

9.3 The Photographer makes every reasonable effort to capture, store and deliver the photographs safely. If photographs are lost or damaged despite that effort, the Photographer's liability is limited under clause 13.

10. Copyright and use by the Client

10.1 The Photographer is the author of the photographs and keeps the copyright and moral rights under Spanish intellectual property law.

10.2 The Client receives a **permanent, non-exclusive licence** to use the photographs for **personal, non-commercial purposes**: printing, sharing with family and friends, and posting on personal social media. A credit or tag (*Bahía Photographer*, @bahiaphotographer) is appreciated when posting.

10.3 The Client may not sell the photographs, use them in advertising, or enter them in competitions, and should not edit or apply filters to them and present them as the Photographer's work. Commercial use by venues, suppliers or magazines needs the Photographer's written permission.

11. Use of the photographs by the Photographer

11.1 By signing this agreement, the Client agrees that the Photographer may use any of the photographs taken at the wedding to show and promote the Photographer's work — including on bahiaphotographer.com, social media, the Google Business Profile, wedding directories, printed and advertising material, competitions and publications — without further permission and without payment.

11.2 If the Client, or a guest in respect of photographs showing that guest, asks in writing for photographs to be removed, the Photographer will remove them from all public-facing material under the Photographer's control within **14 days**. Printed material already produced cannot be withdrawn.

11.3 The Photographer does not publish the names of the Client or guests alongside the photographs.

11.4 The Client agrees to let guests know that a professional photographer will be working at the wedding and that photographs may be used as described in this clause.

12. Personal data

12.1 The Photographer processes the Client's personal data and the photographs to perform this agreement, as described in the privacy notice at bahiaphotographer.com/privacy. Contract and billing records are kept for as long as the law requires; the photographs for the period in clause 9.2.

12.2 The Client may exercise their rights of access, rectification, erasure, restriction, portability and objection by writing to adam@bahiaphotographer.com, and may complain to the Spanish Data Protection Agency (www.aepd.es).

13. Liability

13.1 Except for gross negligence or wilful misconduct, the Photographer's total liability under this agreement is limited to **the amount the Client has paid**.

13.2 The Photographer is not liable for indirect losses (for example the cost of re-staging the event).

13.3 Nothing in this agreement limits the Client's rights as a consumer under Spanish law.

14. Complaints

Official complaint forms (*hojas de quejas y reclamaciones* of the Junta de Andalucía) are available from the Photographer on request. The parties will first try to resolve any disagreement by talking to each other.

15. Law and courts

15.1 This agreement is governed by Spanish law.

15.2 Any dispute is submitted to the courts having jurisdiction over the Photographer's registered office.

16. General

16.1 This agreement, with Schedules A and B, is the whole agreement between the parties. Changes must be agreed in writing, and email counts.

16.2 This agreement is made in English only, and English is the only binding version. By signing, the Client confirms they have read and understood it in English and have had the opportunity to ask questions or take advice before signing. Any translation the Client makes or obtains is for their own reference only. If a term is unclear, it is read in the way most favourable to the Client.

16.3 If any clause is found invalid, the rest of the agreement still applies.

Signed in _____ on ____ / ____ / _____

The Photographer	The Client	The Client
Adam Josef Lankamer		
_____	_____	_____

Schedule A — Booking details

Wedding date	
Ceremony venue and address	
Reception venue and address (if different)	
Getting-ready location(s)	
Coverage start / end time	
Package	☐ Elopement — 2 hours, 200 photographs, €599 ☐ Half day — 6 hours, 400 photographs, €1,299 ☐ Full day — 10 hours, 600 photographs, €1,999
Extra hours booked in advance	_____ × €250
Add-ons (couple session €299, other)	
Travel beyond 100 km (€1 per km each way) / overnight stay if needed	€
Total price	€ (21% IVA included)
Booking payment (30%)	€ — due within 72 hours of signing
Balance (70%)	€ — due by _____ / _____ / _____
Payment	Bizum or card (Stripe link): details sent with each invoice. Bank transfer — account holder: Adam Josef Lankamer Bank: Caja Rural, Granada IBAN: ES61 3023 0045 5974 5519 5607 SWIFT/BIC: BCOEESMM023 Reference: wedding date + surname
Language(s) for the day	☐ English ☐ French ☐ Polish ☐ Russian
Contact person on the day (name, phone)	

Schedule B — Sessions (couple, family, portrait, car and boudoir)

For a photo session instead of a wedding, this agreement applies with the following changes.

- **Booking payment: 50% of the price**, due within 72 hours of signing; **the rest on the day of the session.**
- **If the Client cancels** more than 14 days before the session, the Photographer keeps the booking payment; later than that, the full price. Clause 4.3 (free cancellation within 14 days of signing) still applies if the session is more than 30 days away.
- **Changing the date:** one change of date free of charge, if the Photographer is free on the new date.
- **Delivery:** 100 individually edited photographs within 7 days, in an online gallery.
- **Boudoir sessions:** the gallery is private and password-protected, and clause 11.1 does not apply: no photograph is published in any form without the Client's separate written consent for each photograph.
- **Car shoots:** in addition to clause 10.2, the Client may use the photographs in a listing to sell the car.