

PHOTOGRAPHY CONTRACT

TERMS AND CONDITIONS

It is agreed that the terms set out below are made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing (See Special Conditions below). This agreement is made between the client and Vaadhoo Limited whose registered office is c/o Clarke Jefferies, Moss End Business Village, Crooklands, Milnthorpe LA7 7NU

Payments

Unless otherwise agreed payment is required within 7 days of the delivery of the invoice or 7 days after receipt of the proof images whichever comes later. Payments can be made electronically or by or cash in sterling. We no longer accept cheques unless agreed in advance of the shoot.

Where payments are late the Photographer shall:

(a) Claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

b) In the case of payments over 60 days from invoice suspend any rights of the customer to use the images either by themselves or by any third party and to seek return of all copies and discs. Further the photographer shall be entitled to an order restraining any further use of the images and be paid compensation for such unauthorized use.

c) In cases over 60 days since invoice charge by way of additional invoice an additional licence fee (at a rate of 3% of the outstanding balance for every day the account remains overdue after 30 days from the invoice. This shall be deemed a daily licence fee for use of the photographer's images until such time as the full licence is granted on payment of all outstanding balances PLUS a standard charge of £25.00 plus VAT for late payment. Additional invoices will be issued for the licence every 30 days thereafter until payment is met.

In the situation where payment is made that is subsequently referred by the bank (bounced cheques and returned direct debits etc.) a charge of £75.00 per referral will be made to cover the photographer's administrative expenses and own bank charges.

The customer agrees to advise the photographer immediately there is a problem with making payment within time.

Special Requests/Coverage

The client understands and accepts that the photographic coverage will be as the photographer's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. Sometimes matters will be beyond the photographer's control. Any special requests not notified on this booking form must be made by the client to the photographer/s in writing.

Postponement (also see cancellation below)

Once a date has been agreed for the photography to be done and then the booked photography cannot go ahead on the due date the photographer (other than where the reason is due to the photographer) the photographer has the right to charge the following postponement fees

Postponement less than 14 days but more than 7 days before - £75 plus VAT

Postponement less than 7 days but more than 24 hours before £ 100 plus VAT

Postponement less than 24 hours before £150 plus Vat or the full cost of the contract if less than £150 plus VAT

In addition to these fees will be any expenses incurred that the photographer cannot avoid or obtain a refund for will be charged to the customer.

The photographer has a right to waive all or part of the charges under this clause

Cancellation by the customer

Subject to the following the client may cancel this entire contract at any time by giving written notice to the photographer

Should cancellation be received by the photographer less than 4 weeks prior to the date of the shoot date, but more than 2 weeks the client shall in addition pay a sum equal to 25% of the contract value for the time lost and . Should cancellation be received by the photographer less than 2 weeks prior to the date of the shoot date (but more than 24 hours before), the client shall pay a sum equal to 50% of the contract value for the time lost. Cancellation in the last 24 hours will incur the full charge of the lost shoot. The said sum shall be payable as compensation as an estimate of the loss the photographer would suffer through loss of time and out of pocket expenses.

The photographer has a right to waive all or part of the charges under this clause.

The Photographer

On occasions and without notice it may be necessary for the photographer originally specified to be substituted by another photographer, (e.g. due to ill health). The photographer will check with the customer as to the suitability of any replacement.

Licence

Subject to an agreed specific brief in writing the photographer shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The photographer's judgement regarding the locations/poses and number of images taken shall be final. On occasions due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested. Reasonable steps will be taken to fulfil the brief BUT any reshoot for reasons beyond the control of the photographer may incur further charge. The customer warrants that any children used in the images may be photographed and that the responsible adults consent has been obtained for that purpose.

Where any special permission relating to the shoot is required the customer shall be liable for any failure to obtain such permission and may still be charged for the full cost of any shoot where such permissions have not been properly obtained.

Images

All image sizes are nominal. The photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film the exact colour as seen by the human eye.

Retouching

After the shoot the photographer will use their professional expertise to edit and retouch images where appropriate to give a pleasing result subject to any express written variation (see special requests). Later Additional Retouching, digital manipulation and finishing is available to the customer but may be at an extra cost

Copyright

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/ electronically or by any other means an image created as part of this contract without the permission of the photographer/s in writing. Any breaking of seals in the viewing album will presume a breach of copyright. The Photographer asserts their moral rights to be identified as the authors of the Photographs in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.

Save for the above the photographer grants the customer the right to use the images (in whatever format they are supplied) for their own use once all payments due to the photographer under this agreement have been made (see payment terms). That right includes the right to reproduce the image in any way they wish and as often as they wish. This licence does not permit use of the images by any third party other than in connection with work being done on behalf of the company. Any



other uses shall require the written permission of the photographer. IE Photography will provide free advice to any customer seeking guidance on whether their licence permits a particular use.

Negatives/Digital Files

The original Negatives/digital files remain the property of the photographer unless specifically varied by the parties prior to the work being done.

Third Party Rights

The Customer will indemnify the photographer against any claim by a third party for infringement of the third party's rights both real and intellectual arising from any action required by the customer in performance of the engagement.

Final Production

After editing we will supply you with the edited images electronically (unless previously agreed in writing as a special request). Those images will usually be on CD and or DVD. Although every effort is made to ensure the photographs reflect the subject matter no guarantee is made as to the exact number of final images.

Reorders (including any Album and print Production)

All reorders shall be treated as an extension of this contract and no responsibility for errors will be accepted unless orders are given in writing. Where the photographer provides a proof of any album the customer shall be required to check the proof and after checking confirm they are happy with it before printing. The photographer cannot accept liability for any errors not corrected after proofing has taken place.

Display

The client hereby allows the photographer to display any images included in this contract in their studios, portfolios, literature, wedding, exhibitions and advertising. No use of the images will be made by the photographer for other commercial reason except with the written permission of the client.

Force Majeure or Act of God

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control

Limitation of Liability

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss

Relevant Jurisdiction

This contract shall operate under the law applicable to England and Wales as appropriate at the date of the contract. Nothing in this contract shall act so as to limit the statutory rights of the parties under English Law.

Complaints

Any complaints should be raised by the client with the photographer, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images. The address for such complaint shall be 2 Mayfield Terrace, Grange over Sands, LA22 7DW.

Special Conditions

Any conditions that vary these terms must be agreed prior to booking and will be set out in the conformation of booking form to be supplied by Vaadhoo Limited at the time the booking is confirmed.

Insert special conditions or attach separate sheet

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Declaration

I confirm acceptance to these terms of agreement. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.

Signed _____ on behalf of Vaadhoo Limited

Dated _____

Signed _____ for and on behalf of the Client

Dated _____
