

## Terms and Conditions

In the following conditions of contract “the photographer(s)” shall mean Neil Terry, trading as Neil Terry Photography, or subject to condition 7 below, any photographers appointed by Neil Terry. “The photographer(s)” shall also mean “the videographer(s)” and “images/photographs/prints” shall also mean “videos” where video services have been agreed. “The client(s)” shall be those whose name appears on the contract. If the client(s) arrange for a third party to meet the costs of this contract the contract remains with the client(s) unless such conditions are expressly agreed by the photographer(s) in writing.

### **Photographer(s):**

ADDRESS SUPPLIED WHEN BOOKING IS MADE

### **Client(s):**

#### **1. Copyright:**

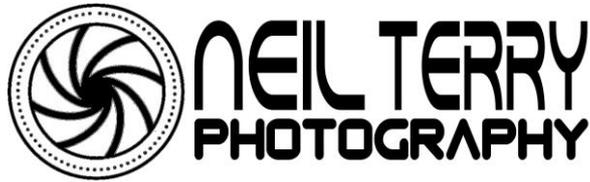
The Copyright Designs and Patents Act 1988 assign the copyright of the images to the photographer(s). It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, by computer, or internet or otherwise, by any person or machine other than by the photographer(s) or their appointed agents. Commercial clients can receive a limited copyright release by prior written agreement, please refer to the terms agreed for your specific shoot.

#### **2. Display:**

The client(s) hereby allow(s) the photographer(s) to display any photographs covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the images used are used lawfully and without damage to the client(s). Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However, it is impossible to prevent determined persons from accessing these galleries.

#### **3. License, Coverage and Reproduction:**

- a) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The photographer(s) judgement regarding the location, poses and number of photographs taken shall be deemed correct.
- b) Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with the client(s) requirements.
- c) The photographer(s) shall endeavour to photograph all the individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out.



- d) For bookings at certain venues the photographer(s) movements are sometimes restricted by the official in charge. The area from which the photographer(s) is able to shoot may not be the photographer(s) choice and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts of the event may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate official before signing this contract.
- e) The photographer(s) shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of events, some moments might not be recorded, or not recorded for logistical reasons.
- f) Please note that any alterations made to the booking by the client(s) once details have been confirmed may only be made at the discretion of the photographer(s) and in some circumstances (such as the change of date or time) the photographer(s) may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances the photographer(s) are not liable to compensate the client(s) in any way whatsoever.
- g) Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs. Please note that certain colours do not reproduce exactly in print.
- h) It is understood that all photographic printing is undertaken within the technical limitation of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints made at different times or in different sizes may be variable in colour balance.
- i) Due to the limitations of colour monitors it is understood that (1) images appear differently according to the specification of each monitor (2) prints will not match images rendered on any particular computer monitor.
- j) All print and presentation sizes quoted are approximate and subject to the discretion of the photographer(s).
- k) Although all equipment is checked regularly and reasonable steps are taken to ensure back-up equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.
- l) Where products are made available for use within a personal computer the default operating system shall be Windows 8.1. Products may not function on other or earlier operating systems.
- m) Where products are made available for use on DVD players reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players, particularly older models.
- n) Where video is made available the delivery format shall be PAL in standard definition on DVD. Compatibility cannot be guaranteed with NTSC or other television formats used outside the UK. High Definition delivery may be available by prior written agreement.

#### 4. Prices:

- a) All standard services and optional extras **specified on the booking form and paid for in full 14 days before the event** are supplied at the prices ruling on



the date of signing of the contract, optional extras not paid for in full before the event are supplied at the prices ruling at the time of receipt of the order

- b) The client(s) will be liable to pay any additional expenses incurred by the photographer(s) not already included within the contract price. This includes, for example, fees charged by some venues, and dispatch of products to non-UK addresses, copyright music, performers fees.

## 5. Payments:

- a) A non-refundable deposit of equal to 25% of the price quoted on page one of this contract. This deposit amounts to £

(Paid by cheque bank transfer, online bank transfer or Paypal™) along with a completed booking form and contract will confirm your booking. The deposit forms part of the total cost of your plan (i.e. it is NOT in addition to the cost of the plan) and is deducted when calculating the final balance due.

Payment is due **IN FULL** 14 days **BEFORE** the date of your event unless otherwise agreed in writing and amounts to an additional 10% of the agreed price. For the purposes of this contract, that amount is £

You **MUST** allow sufficient time for cheque clearance.

Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s). Invoices not settled within 28 days are subject to an additional charge of 10% of the agreed price. For the purposes of this contract, that amount is £

- b) All additional goods must be paid in full on ordering. This includes extra prints, albums, special editing and rendering of images, high resolution digital files, high resolution long term galleries and any other services are after the event.
- c) Title to all goods remains with Neil Terry (and Neil Terry Photography) until paid for in full by the client(s).

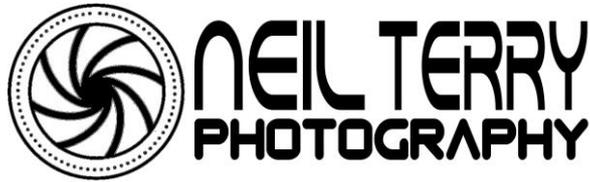
If the event is less than 14 days from the date of booking, then the full balance will be due immediately.

## 6. Complaints:

Any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames, videos and any other special services that have been agreed.

## 7. Force Majeure:

- a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g. sudden illness/injury/victim of crime, flooding).
- b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 7a). However, it may prove



difficult or impossible to find a skilled replacement photographer who can offer the full service at short notice or at the same price.

- c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) – the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

**8. Liability for Digital Files and Products:**

- a) The negatives and digital files shall remain the property of the photographer(s) and shall be kept for not less than six months from the event date at one site.
- b) Should negatives and digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a refund of fees paid, but shall not include a refund for any goods already supplied or capable supply at a quality deemed acceptable by the photographer. No refund will be due for any negatives or digital files lost, damaged or destroyed after six months from the date of the event.
- c) All orders for pre-paid products should be placed with the photographer(s) before the end of a six month period starting at the event date unless otherwise agreed in writing. The photographer(s) will not be liable for failure to produce any orders placed after this time.
- d) Any pre-paid product credits (e.g. for albums and prints) not utilized by the clients within six months of the date of the event will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer(s) and forwarded by standard Royal Mail to the last known address of the clients.

**9. Cancellation Fees:**

If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

- a) Cancellation with more than one calendar month to go until the event date, the non-refundable deposit – see clause 5a above.
- b) Cancellation with less than one calendar month to go to the event date, full price for the complete service booked.
- c) Where the photographer(s) are able to rebook the date with an equal booking, then the cancellation fee may be reduced at the photographer(s) discretion to the non-refundable deposit only and any additional cancellation fees already paid may be refunded accordingly.

**10. Placing an order and receipt of goods:**

- a) Any alterations to orders must be notified by phone or email and confirmed in writing (sent by either email or by first class post) within three working days of the order being placed. The photographer(s) will not be held liable for any costs incurred due to alterations to the order made by the client after this time.
- b) Allow four weeks for delivery of orders. Where you choose to design a photo album through Neil Terry Photography or where you are to receive a video you will be notified of the estimated completion date on a case by case basis.



- c) The photographer(s) must be notified either by telephone or email and confirmed in writing (sent by email or first class post) within three working days of the client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.
- d) Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

**11. Privacy:**

Neil Terry (Neil Terry Photography) may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

**12. Governing law:**

Any contract made between the photographer(s) and the client(s) shall in all respects be governed by and constructed in accordance with English Law and the parties hereto submit to the jurisdiction of the English courts.

**13. Insurance:**

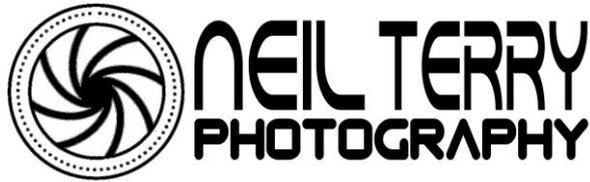
The client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

**14. On the day(s) of event(s):**

- a) Neil Terry (Neil Terry Photography) is the only authorised photographer(s) for the event(s) or day(s). Other professional photographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by friends or relations, contracted by magazines or newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients.
- b) The photographer(s) is contracted to shoot all photographs relating to the event(s) and no other person is permitted to shoot images for sale or as gifts unless agreed in writing before the day. This includes all attendees (except for their own personal non-commercial use) and other vendors e.g. a videographer may not shoot stills other than a small quantity to illustrate the video package. Breach of this condition shall be deemed as cancellation of the contract by the clients.
- c) Video may compromise the quality and breadth of your stills photography.
- d) An inconsiderate attendee can wreck the record of your event and we (Neil Terry Photography) will with the client(s) wherever possible. Coverage may be cancelled without warning at the discretion of the photographer(s) if the photographer(s) feels threatened or has reason to believe that equipment may be damaged.

**15. Additional staff:**

A second photographer and assistants may attend large or complex events. You will be advised of this and relevant costs prior to the event.



**16. Public Liability Insurance:**

Neil Terry (trading as Neil Terry Photography) holds a public liability insurance policy through Aaduki, Bridge House, Oakhampton. Devon. EX20 1DL. Tel: (01837) 658880.

**I have read and understood the above and agree to abide by the terms of agreement set out.**

**I understand that the terms of this agreement cannot be changed unless agreed by Neil Terry Photography in writing. I realise that this contract becomes effective immediately and agree that my deposit is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights and credit card issuer protection are not affected).**

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

**Print name:** \_\_\_\_\_

**Date:**        /        /20

The preferred payment method is bank transfer/internet bank transfer or Paypal™. Please phone me for my bank sort code and account number as, for security reasons, these will not be put in an email or online.

Alternatively, cheques should be made payable to **“Neil Terry”**

**Neil Terry**  
**Trading as Neil Terry Photography**

**Date:**        /        /20

You should read this contract together with the terms of the service you have ordered.

Please sign this contract and return it with your deposit to:  
admin@neilterryphotography.co.uk