

## TERMS AND CONDITIONS

It is agreed that the terms set out in this booking form is the total agreement made between the parties and no variation or modification of this contract shall be effective unless agreed by both parties in writing.

- 1. 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.  
Any special requests not notified on this booking form must be made by the client to the photographer in writing.
- 2. 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).
- 3. Images**  
All image sizes are nominal. The photographer 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.
- 4. Retouching**  
Retouching, digital manipulation and artist finishing is available to the client as an optional extra.
- 5. 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 in writing. Any breaking of seals in the viewing album will presume a breach of copyright.
- 6. Reorders**  
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.
- 7. Negatives/Digital Files**  
Negatives/digital files remain the property of the photographer.
- 8. Licence**  
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. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.
- 9. 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.
- 10. Previews**  
Although the photographer will do his best to produce more proofs/preview prints than set out in the brochure/as discussed with the client, there is no guarantee that any particular number of proofs/preview prints will be produced.
- 11. Display**  
The client hereby allows the photographer to display any images included in this contract in their studios, portfolios, literature, exhibitions and advertising. No use of the images will be made by the photographer/s for other commercial reason except with the written permission of the client.
- 12. Cancellation**  
The client may cancel this contract at any time by giving written notice to the photographer but in doing so shall forfeit any monies paid. Should cancellation be received by the photographer less than  weeks prior to the date of the event/sitting the client shall in addition pay a sum equal to % of the contract value. The said sum shall be payable as compensation as an estimate of the loss the photographer would suffer.
- 13. Limitation of Liability**  
In the unlikely event of a total photographic failure or cancellation of this contract by either party, whether caused by negligence 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.
- 14. 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.

**I have read this booking form and agree to abide by the terms of agreement set out in it. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.**

<b>Signature:</b>	<b>Print Name:</b>	<b>Date:</b>
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