

TERMS AND CONDITIONS

In the following terms and conditions “the photographer” shall mean Stephanie White trading as Steph White Photography. “The client(s)” shall be those persons who have booked the photography services. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

Arrangements

The photographer(s) will take photographs of the individual, couple or group in a semi-candid manner. The client and photographer will discuss, before hand, what style of shots the client would like and any particular set-ups should be provided to the photographer in advance in writing. The photographer conducts portrait sessions ‘on location’ as appose to a studio set up. Thus the style will be natural, but with some direction from the photographer.

Note, permission must be sort from the venue owner if the client wishes to conduct a photo shoot on private premises. The photographer is sometimes limited by the rules imposed by venues, in such circumstances the clients agree to accept the technical limitations that may be imposed on the equipment used. The photograher advises that the client makes themselves aware of the rules of the venue concerned and if necessary, negotiate with the organisations concerned.

When using digital photography, the photographer(s) will be under no obligation to display the images while the event is still underway.

Payments and booking fee

The client’s payment to the photographer shall be as follows: A non-refundable booking fee of £_____ is to be paid at the signing of this agreement. The remaining balance of £_____ is payable one week prior to the photo shoot unless alternative arrangements are agreed in writing. The photographer will give notice of payment one month prior to the photo shoot. If full payment is not received 5 days prior to the event, the photographer reserves the right to not be present to photograph the shoot. Acceptable forms of payment include bank transfer, cash or cheque.

Model release agreement

The client grants the photographer(s) and their legal representatives, heirs and assigns, the irrevocable and unlimited consent to use the photographs of the client’s for editorial, competition, advertising and any other purpose and in any manner, to alter the photographs without restriction; and to copyright the images. The client hereby release the photographer and its legal representatives, heirs and assigns from all liability and claims in connection with the images.

Copyright

Under UK copyright law, the photographer retains the copyright to the images. The client is gained a licence to use the images for personal use. The client is granted a licence to use the images in the client’s personal website and the personal websites of the client’s friends and family. The client may not edit the style of the photographs, for example applying Instagram filters to the photographs. The client may not assign or transfer this licence. The client must consult with the photographer if they wish to use the images in any other way than that described above.

Cancellation and change of dates

All cancellations must be delivered in writing. The booking fee will be retained in cases if cancellation. If the photographer cancels the agreement, then any fees and booking fees will be reimbursed in full to the client. Changes to the location or other important details must be submitted in writing to the photographer at least 14 days before the event. Changing the date of your photo shoot must be submitted in writing and will be honoured if the photographer has availability. In the event the photographer is not available on your new date, you will have to cancel your contract.

The photographer and limitation of liability

If the photographer is too ill or becomes injured and cannot attend, Steph White Photography will do contact the client at their earliest convenice to re-arrange another date to do the photo shoot. If a new date cannot be agreed, in these circumstances, liability is limited to a refund of any payments received. The photographer has processes in place to prevent loss or damage (backing up of images immediately after the photo shoot, backup equipment) however, there exists the unlikely possibility that images may be lost, stolen or destroyed for reasons beyond the control of the photographer. In these circumstances, liability is limited to the return of fees paid for the service, or part thereof, according to the percentage of original images applied.

Photograph delivery

The USB containing the high resolution photographs of the photo shoot will be sent by recorded delivery to within 28 days of the photo shoot.

The photographer will also upload the images to a password protected online gallery so that the client and their friends may preview and order images. This gallery will be temporary (three months minimum) and will be removed from the photographer’s website at their discretion. The photographer shall have no obligation to distribute the images to the client’s friends and family; individuals wishing to obtain images directly from the photographer will be charged at their current rate for prints or digital copies. Both prints and digital copies are available for purchase via the online gallery too. The photographer will aim to maintain backup copies of the images in her archive for a period of five years.

Additional costs

The client will be responsible for any travel costs, shipping and other reasonable costs related to the photographer’s work. Travelling costs are 55p per mile outside of Yorkshire to the photo shoot location and return journey. Parking fees and toll charges will be included if applicable. If overnight accommodation is required, pricing to cover this will be included in your quote.

Client signatures: _____

Date _____