



Photography Agreement

TERMS AND CONDITIONS FOR PHOTOGRAPHY SERVICES

In the following terms & conditions "the photographer" shall mean Stacey Chadfield of Emberwood Creative

"The client(s)" shall be those persons defined as the person/s making the arrangements for this photography session and those paying for it. 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.

Booking Fee/Deposit Payments: A non-refundable booking fee of £300 as well as full acceptance of the terms and conditions secures the time and services of the Photographer for the photography session and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the photography session. Photography sessions that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

Expenses: Expenses such as parking, postage etc must be reimbursed to the Photographer and will be added to the balance. Travel fees are pre-determined and will be set out in the initial payment total. Clients are responsible for all location fees and permits. Should further expenses be incurred on the day of the photographic session that were unforeseen at the time of booking, these will become due within 5 days from receipt of invoice.

Hire of Specialist Equipment or Artefacts: Should there need arise to hire any specialist equipment in order to undertake this photographic session or the client/s require/s any artefacts such as background items/screens, clothing, or props, then these will be added to the remaining balance payable.

Photography Session: The details of the photography session are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledged in writing.

Cancellation: The Client may cancel this contract at any time by giving written notice to Emberwood Creative, but in doing so shall forfeit any monies paid. Cancellation less than 6 weeks before the photography session will result in the payment in full becoming due. All cancellations must be in writing.

Display: The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, social media, sample albums etc.

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 or digitally the exact colour as seen by the human eye. Photographs will be delivered in high res JPEG format. RAW files will never be available./ given to the client or anyone who asks for them.

Church venues: For a booking involving a church ceremony or at certain venues, the photographer's movements are sometimes restricted by the official in charge and flash may not be permitted in dark churches. The area from which the photographer is able to cover the ceremony may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Retouching: All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

Personal retouching: Upon receipt and sign off of your images you are asked NOT to edit any final images given to you by the photographer. By doing so you breach contract and will not be showing a true representation of the photographer's work. This includes any retouching done by other professionals.

Album Delivery: Images will be delivered via personal gallery / USB / disk to the client upon completion of editing. Due to the work load delivery can be anything between 6-8 weeks in off peak season, and 8- 12 weeks during peak. The photographer aims to deliver the images at the earliest convenience with adequate time taken to ensure each image is of a decent standard.

Prints/Reorders: All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

Copyright: The copyright Designs and Patents Acts assign the copyright of the images to the photographer. 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.

Licence: The Photographer shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

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. Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

Attendance: In the unlikely event of the assigned Photographer being unable to attend your photographic session due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your session on our behalf to undertake the photography to his/her best ability.

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.

Personal Accident: Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

Location and Duration of the Photographic Session: Dates and times of the photographic session will be outlined and agreed no less than two weeks prior to the event taking place. If any changes to times or venues are not discussed or highlighted before 48 hours of the event to the photographer then the photographer cannot be held responsible for any special moment missed.

Cost: The full details of cost will be agreed before agreeing to this document verbally or in writing.



Governing Law: This agreement shall be governed in accordance with the laws of England and Wales. The terms of this agreement are accepted by:

Client Name and Address	
Client Signature of acceptance	
Emberwood Creative	
Deposit Received	£
Amount Due	£
Full Payment Due by	
Date of Agreement	