



Terms and Conditions of Contract for Consumer Photography

In the following conditions of contract "The Photographer(s)" shall mean Ian Lancaster or, any photographers appointed by Shots of Inspiration. "The Client(s)" shall be those whose name appears on the contract. The due performance of the contract is subject to the conditions below and they cannot be varied in any way by The Client(s) unless such conditions are expressly agreed by The Photographer(s) in writing.

1. Copyright: The 1988 Copyright Act assigns the copyright of the photographs to The Photographer(s). It is therefore contrary to the Act, and illegal, to copy photographs, or allow to be copied, by any means photographic or otherwise, by any person or machine other than by The Photographer(s) or their appointed agents unless licensed by the Photographer to do so. If requested such a licence will not be unreasonably withheld.

2. Display: The Client(s) hereby allow(s) The Photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles and other such material, providing that the images used are used lawfully and without damage to The Client(s).

3. Licence, Coverage and Reproduction:

- a. The Photographer(s) shall be granted artistic licence 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 a booking 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 individuals as requested by The Client(s) at some point during the booking, but no responsibility will be taken by The Photographer(s) in the event of leaving somebody out.
- d. For a booking involving a church ceremony The Photographer(s) movements are sometimes restricted by the minister in charge. The area from which The Photographer(s) are able to cover the ceremony may not be The Photographer(s) choice and The Photographer(s) cannot accept responsibility for any obstructed view should this be the case.
- e. For a wedding or other occasion booking The Photographer(s) shall endeavour to capture all the moments throughout the day as they occur. However, because of the nature of the event, as a one off, some unforeseen moments might not be recorded.
- 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 ceremony date for a wedding booking) 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 professional film or digital capture, some colours may alter slightly throughout a set of photographs. Please note that certain colours do not reproduce exactly on photographic film or paper.



- h. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not necessarily be facsimile 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. All print and presentation sizes quoted are approximate and subject to the discretion of The Photographer(s).
- j. Although all equipment is checked regularly The Photographer(s) will not be responsible for photographs that are not produced due to technical failure, either at the shooting or processing stage.

4. Prices:

- a. Where the contracted date is no more than 12 months after the date of signing, all photographic services undertaken on that date are supplied at the prices ruling on the date of signing. The main reprint order, that is the remainder of the package booked, if placed within no more than six months of the contracted date is also supplied at the prices ruling on the date of signing. All additional reprint orders, including the main reprint order, if placed after six months of the contracted date, and small reprint orders placed at any time, are supplied at the prices ruling at that time.
- b. The Client(s) will be liable to pay any additional expenses incurred by The Photographer(s) during the booking not already included within the contract price.

5. Payments:

- a. Wedding Client(s) – a non-refundable booking fee will be agreed, to be paid by cash, cheque, electronic transfer or PayPal. Payment should be accompanied by a completed booking form and signed copy of this document will confirm your booking. Payment for the photographic coverage is payable in full four weeks prior to the contracted date. All additional goods are payable on ordering.
- b. Other Client(s) – all photographic fees are payable in full on booking a coverage along with a completed contract. All additional goods are payable on ordering
- c. Title to all goods remains the property of Shots of Inspiration until paid for in full by The Client(s).

6. Complaints:

In the unlikely event of any complaint with regards to our service, all complaints must be received in writing within seven days of collection of products purchased. This includes photographs, albums and frames.

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 control (i.e. sudden illness/injury).
- b. The Photographer(s) have other professional photographers who will be contacted by their staff in the event that they are not able to attend your booking due to clause 7a.
- c. In the event of cancellation by The Photographer(s) (although all attempts will be made to arrange for another photographer to be present – see clause 7b) 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 such re-shoots), The Photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

8. Negatives or digital files:

- a. The negatives and digital files shall remain the property of The Photographer(s) and shall be kept by them for not less than 12 months from the contract date.
- b. Should negatives or digital files be lost, damaged or destroyed for reasons beyond control The Photographer(s) liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.
- c. All orders should be placed with The Photographer(s) before the end of the 12 month period starting at the contract date. The Photographer(s) will not be liable for failure to produce any orders placed after this time.

9. Cancellation Fees:

- a. If The Client(s) should have to cancel a booking the following cancellation fees (as may be appropriate to their case) will become due immediately upon said cancellation.
- b. Cancellation within one week of booking and more than four complete months to go until contract date - £100 non-refundable booking fee for wedding clients(see clause 5a).
- c. Cancellation with less than four months to go until contract date - full price for the complete package booked.
- d. In all cases where The Photographer(s) is able to rebook the date with an equivalent booking, then the cancellation fee will be reduced to the non-refundable booking fee only and any additional cancellation fees already paid will be refunded accordingly.

10. Placing an Order and Receipt of Goods:

- a. Any alterations to orders must be notified in writing (sent by special delivery or email) within one working day 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. All wedding orders will take approximately six to eight weeks to complete, once we have been advised of the final image selection. All other orders will take approximately four weeks. The Client(s) will be informed by either telephone or in writing once the order is ready and available for collection. The Photographer(s) are able to store completed orders for a maximum of two months and after this time any orders not collected may be destroyed.
- c. The Photographer(s) must be notified in writing (sent by special delivery or email) within two 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. Governing Law:

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

12. Insurance:

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

13. Agreement:

The undersigned agree to the terms and conditions set out in this document:

Signature:

Name:

Date:

Please note our registered office address is
4 Market Street, CREDITON, Devon, EX17 2AJ