

GENERAL:

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**the contract**) by Scot Photography of 46 Garnqueen Crescent, Glenboig, Coatbridge, North Lanarkshire, ML52SX (**we or us**) to the person buying the services (**you**).
2. You are deemed to have accepted these Terms and Conditions when you sign the contract. The Terms and Conditions and the contract are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made, or given by, or on our behalf. These Conditions apply to the contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

INTERPRETATION:

4. A "business day" means any day (including a Saturday, Sunday or bank holiday).
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

SEVERABILITY:

7. If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement shall not be affected, and the other provisions of the agreement shall remain in full force and effect.
8. These Terms and Conditions are governed by and interpreted according to Scottish law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the Scottish courts.

COOPERATION:

9. The parties agree to positive cooperation and communication for the best possible results. Scot Photography is not responsible for individuals' failure to be present or to cooperate during photography sessions, neither for missed images due to details not revealed to Scot Photography.

YOUR OBLIGATIONS:

Pre-event

10. The client(s) agrees:
 - a. to a pre-event consultation to finalise the actual shooting times and locations
 - b. to obtain any permissions, consents, licences or otherwise that we need and must give, on request, access to all relevant information, materials, properties and any other matters which we need to provide the Services
 - c. that Scot Photography will act as the sole and exclusive event photographer. The formal photography time is for the exclusive use of Scot Photography to capture the formal event images
 - d. to direct all other service providers to provide any needed information and cooperation to the photographer
 - e. to share the photography schedule with other service providers to make sure that there is no conflict in times.

During the event

11. The client(s) agrees to:
 - a. The client(s) agrees to appoint someone who will identify people/objects of whom/which specific photographs are desired. The photographer will NOT be held accountable for not photographing desired people if there is no one to assist in identifying or gathering people for the photograph(s).

Post-event

12. The client(s) agrees to:
 - a. arrange a mutually convenient date and time after the event to view images taken during the event
 - b. provide to Scot Photograph, as soon as possible, after receiving the proof images, a list of desired images to be printed and/or enlarged and/or digitally manipulated (corresponding to the contract). The list must specify which images are to be included in the DVD slide show (corresponding to the contract)

- c. provide Scot Photography with a CD of music, of approximately 30 minutes' duration, as soon as possible after the event to facilitate in the DVD slide show design.

OUR OBLIGATIONS:

Pre-event

13. Scot Photography agrees:
 - a. That upon receipt of the signed contract to reserve the time and date agreed upon, and not to make any other reservations for that time and date.
 - b. To confirm in writing to the client(s) its attendance at the event.
 - c. Carryout a site recce of locations to be used during the event.
 - d. To inform the client of any concerns, regarding locations, as soon as possible.

During the event

14. Scot Photography agrees to allow guests/employee(s) to take snapshots during the event once Scot Photography's images are taken.

Post event

15. Scot Photography agrees to:
 - a. provide the client with a DVD of proof images
 - b. provide the client(s) with all items, as listed within the contract, at the end of the process
 - c. Archive copies of all images.

ABUSIVE BEHAVIOUR:

16. Scot Photography will not:
 - a. tolerate verbally or physically abusive behaviour to its employees
 - b. share its time or compete with guest photographers for the attention of the subjects
 - c. allow its equipment to be damaged or otherwise misused.
17. If the client is unable or unwilling to control the conduct of their guests/employees, resulting in any of the above it will result in the early or immediate departure of the photographer. The client understands that in such an event, no refunds will be granted.

FEES AND BOOKING FEE:

Fees

18. The fees (**Fees**) for the Services are set out in the contract.
19. In addition to the Fees, we can recover from you:
 - a. costs incurred to obtain any permissions, consents, licences or otherwise that are required for the event
 - b. reasonable incidental expenses (**Expenses**) including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses
 - c. cost of services provided by third parties required by us for the performance of the Service.
20. All expenses and third-party costs must be agreed prior to their occurrence.
21. You must pay us for any additional services requested by you and provided by us that are not specified in the quotation in accordance with our then current hourly rate.
22. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
23. Payment is by PayPal, BAC or cash.
24. All payments must be made in British Pounds.

Booking fee

25. You must pay a booking fee ("**Booking fee**") as detailed in the contract.
26. If you do not pay the Booking fee we can withhold provision of the Services until the Booking fee is received or can terminate under the clause below (**Termination**).
27. The Booking fee is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

CANCELLATION & POSTPONMENT:

28. Scot Photography will only accept a cancellation that is made in writing and sent recorded delivery.
 - a. The following terms apply to cancellations inside 26 calendar weeks:
 - b. 26-20 weeks 50% refund due
 - c. 20-16 weeks 25% refund due
 - d. Less than 16 weeks 0% refund due.
29. Should the event be postponed, then, subject to Scot Photography's availability, all money paid may be applied to the re-scheduled event. In this case, the total fee chargeable shall be that originally agreed.
30. Scot Photography will give a full refund and wave any charges if your cancelled date is filled with another booking.

TERMINATION:

31. Scot Photography reserves the right to terminate the contract if it discovers new information, changes to agreed circumstances, or other factors, which tend to circumvent its policies. Non-cooperation; changes in locations, facilities or available times; missed appointments and late payments are examples of contributing factors.
32. Should Scot Photography terminate the contract, all fees will be returned, excluding the booking fee and fair market value for all services/products already provided. In case of withdrawal, £72.00 an hour is charged for all photography services already provided and £50.00 an hour is charged for all other services, consultations and all driving time, rounded up to the nearest half-hour.

SHOOTING TIME/ADDITIONS:

33. The photography schedule and selected methodology are designed to accomplish the goals and wishes of the client in a manner enjoyed by all parties involved. Shooting commences at the scheduled time. Should the event start late or over run its scheduled time allocation due to any reason whatsoever, Scot Photography will not be held liable for any photographs not taken.

HOUSE RULES:

34. Where photography is taking place on a third-party site (for example a church) the photographer is limited by the guidelines of site management. The client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the client's responsibility; Scot Photography will offer technical recommendations only.

DIGITAL NEGATIVES, PRINTS and COPYRIGHTS:

35. All digital negatives, DVDs and prints produced by Scot Photography are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without Scot Photography's explicit written permission.
36. On final payment, limited copyright ownership of the resulting images will be transferred to the client under the following conditions:
 - a. The digital negatives and DVDs are for personal use.
 - b. They may be used for the reproduction and distribution of photographs to friends and relatives.
 - c. The client, their friends and relatives must obtain written permission from, and compensate Scot Photography prior to publishing or selling the photographs for profit.

PRIVACY STATEMENT:

37. Our retention/privacy statement is published on our website (www.scot-photography.co.uk) or you may e-mail us and ask us to send you for a copy.
38. We store information on the following software:
 - a. Light Blue
 - b. Microsoft access
 - c. Microsoft word
39. We will not sell your data to another person or business.

COMPLETION SCHEDULE:

40. The digital manipulation process can only start once Scot Photography receives the list of required images such lists must be in writing and signed by the main event organiser or his/her partner. Digital processing takes approximately 2 weeks. Creation of an album takes 6-10 weeks, enlargements 1-2 weeks or possibly longer when laboratory and bindery schedules are heavy.

LIMIT OF LIABILITY:

41. In the event of natural or other emergencies, it may be necessary to retain an alternative photographer. Scot Photography will make every effort to secure a replacement photographer able and/or willing to provide a similar package as chosen in the contract at the same/similar tariff. If such a situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the event package.
42. Scot Photography takes the utmost care with respect to exposure, transportation and processing of photographs. In the event of the client's photographs being lost, stolen or destroyed for reasons within or beyond Scot Photography control, the latter's liability is limited to the return of all payments received for the event package.
43. The limit of liability shall not exceed the contract price stated within the contract. The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals.
44. The performance of the contract on behalf of Scot Photography shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

PROFESSIONAL IMAGE MANIPULATION:

45. Scot Photography will allow for limited professional image manipulation (if technically possible) on any images selected by the client. This includes opening of individual's eyes, red eye removal, de-ageing, removal of people and/or objects, insertion of missing people and/or objects, colour correction, special effects, portrait glamorisation etc.
46. It is understood that if a technicality prevents Scot Photography from performing requested image manipulation, or if a technicality prevents the result meeting the client's requirement, the client will reside with the fact that Scot Photography has performed to its best ability regarding the specific task and that Scot Photography has no further responsibility towards said image manipulation.

AMENDMENTS TO CONTRACT:

47. The contract has been freely negotiated and shall be recognised as the entirety of the agreement.
48. Only those changes or modifications specifically placed in writing, attached, dated and signed by the client and Scot Photography at the time of acceptance of the contract shall be recognised as amendments to the contract.

CREATIVE LICENCE:

49. Scot Photography shall be granted creative and artistic license in relation to the choice of locations and poses used. The judgment of the photographer on photographic style and the number of photographs taken shall be deemed correct. The photographer will endeavour to honour specific photograph requests but, does not undertake to guarantee any specific picture or incorporate any specific background, location or group arrangement.

MODEL RELEASE:

50. Unless otherwise stated within the contract, the client hereby:
- a. Agrees to:
 - i. Inform all employees, family member and guests that photography will be taking place at the event.
 - ii. Assume responsibility for informing Scot Photography of any person who does not wish to be photographed or have their photographed published onto the Scot Photography website.
 - b. Assigns and grants Scot Photography and its legal representatives the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included, for editorial, trade, advertising or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.
 - c. Releases Scot Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

-----**END**-----

Signature of Client 1 _____ Signature of Client 2 _____

Date of signature _____ Date of signature _____