

# Terms and Conditions

## Key Terms for Weddings

These are highlights of the terms relating to wedding commissions. Please read the full terms below.

- ✓ You pay a non-refundable 25% deposit, accept the quotation and sign these terms to secure the booking.
- ✓ You need to pay the balance by 4 weeks before the wedding date.
- ✓ If you cancel within 12 weeks of the wedding date, you still must pay the full amount.
- ✓ The images are yours for personal use and not to be used in a business context.
- ✓ Images will be supplied in high resolution in an online gallery with digital download and on a USB memory stick if specified on the quote.
- ✓ Images will be unique with every wedding, location and lighting conditions. While the photographer will always try to accommodate your requirements, it's up to the photographer to use his/her best judgement to decide what get photographed, how many images are taken and the style and location of images. There is no right to reject images on the basis of style, composition or editing.
- ✓ You are happy for your images to be used by the photographer for promotion or otherwise.
- ✓ If you change the wedding date/time the photographer may be unavailable on the new date and may forfeit some/all of the monies paid.
- ✓ It is often the case that images cannot be taken during the ceremony.
- ✓ You are responsible for any damage to the photographer's equipment caused by your guests and to ensure the guests do not harass him/her in any way.
- ✓ If the photographer could not attend due to illness or accident then we will make every effort to arrange an alternative photographer. If the photographer cannot deliver the commission due to fire, earthquake, illness, accident or other "act of god" then you are entitled to a refund of fees paid except the deposit and any expenses already incurred.
- ✓ Any information given to the photographer will be treated with confidentiality.
- ✓ The number of images you receive will vary. Typically, you will receive 30-100 images per hour of photographic coverage and will normally be a mix of colour and black and white unless black and white only is specified on the quote.
- ✓ Images will have basic adjustments applied, but if you want retouching (Photoshop) applied to any then this is an additional cost.
- ✓ You'll need to sort out a meal for the photographer to have at the same time the guests eat.
- ✓ You need to keep us informed of updates and changes to your plans prior to the big day.
- ✓ You are required to have an AMAZING day, relax and enjoy yourself :)

# The Full Terms and Conditions

## 1. Definitions

- a. The PHOTOGRAPHER shall mean Happy Honcho Ltd T/As Graham-Cumming Photography (Company Registered in England No. 9994576) and any photographers appointed by Graham-Cumming Photography.
- b. The CLIENT shall mean any person, body of persons, firm or Company with whom the PHOTOGRAPHER enters into a contract for the sale of goods or provision of services by the Photographer.
- c. PHOTOGRAPHS and WORKS means all photographic material furnished by the PHOTOGRAPHER, whether prints, digital files or any other type of physical or electronic material in existence.
- d. For the purpose of this agreement the CLIENT shall, where the context so admits, include their respective assignees, sub-licensees and successor in title.
- e. REPRODUCTION includes any form of publication or copying of the whole or part of any picture and whether or not altered by printing, photography, slide projection (whether or not to an audience) xerography, artist's reference, artist's illustration, layout or presentation, electronic or mechanical reproduction or storage by any other means;
- f. BOOKING DATE is the date a booking for commissioned photography is confirmed.
- g. CONTRACT DATE is the date and time contracted for commissioned photography to occur. e.g. The date of a wedding and start/end times for photography or the date of an event and start/end times for photography.
- h. QUOTATION is the proposal for commissioned photography issued by the PHOTOGRAPHER detailing pricing and scope of the brief and forms part of these terms and conditions. Separate, more detailed, briefing document(s) may also form part of the QUOTATION but must be specified within the QUOTATION.

## 2. Copyright and Ownership of Materials

- a. The PHOTOGRAPHER retains the entire copyright in the PHOTOGRAPHS and WORKS at all times, throughout the world.
- b. Title to all photographs remains the property of the PHOTOGRAPHER.
- c. Unless a separate Licence To Use is supplied by the PHOTOGRAPHER, images will be licensed for use for a period of 6 months unless specified in writing by the PHOTOGRAPHER, normally on the QUOTATION. When the License to Use has expired, the images should be returned to the PHOTOGRAPHER and a written undertaking given that all digital files have been destroyed. The CLIENT is expected to comply with this requirement within 30 days of expiration of the License to Use. The PHOTOGRAPHER reserves the right to make an additional charge for continued use after this period.
- d. Graham-Cumming Photography asserts both the moral right to be identified as the author of WORKS and the right to a credit is asserted in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988.

## 3. Use and Reproduction

- a. The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment, including any late payment charges that may have been levied, has been received by the PHOTOGRAPHER.
- b. The Licence to Use term starts from the CONTRACT DATE unless the date is specified on the QUOTATION. The end date of the term is for the length of the term after the start date unless an end date is specified on the QUOTATION. Late payment of invoices in relation to 3a above does not affect the end date of the term.
- c. Permission in writing may be granted for image use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice.
- d. REPRODUCTION rights (if and when granted) are strictly limited to the use and period of time specified on the PHOTOGRAPHER's invoice. An agreement must be reached with the PHOTOGRAPHER before the pictures are used for a different purpose or after the licence to use has expired.
- e. REPRODUCTION rights are not issued exclusively to the CLIENT except when specified on the invoice.
- f. REPRODUCTION rights granted are personal to the CLIENT and may not be assigned, nor may any picture submitted to the CLIENT be loaned or transferred to third parties save for the purpose of the exercise by the CLIENT of such reproduction rights.
- g. Any REPRODUCTION rights granted are by way of licence and no partial or other assignment of copyright shall be implied.
- h. The PHOTOGRAPHER reserves the right to refuse to supply or grant a reproduction licence to a third party when requested to do so by the CLIENT.
- i. In the case of printed publications, a copy of the relevant pages containing any picture supplied are to be furnished to the PHOTOGRAPHER free of charge within two weeks. In other media, evidence of use must be made available if requested.
- j. On the CLIENT's death or bankruptcy or (if the CLIENT is a company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver is appointed, the PHOTOGRAPHER may at any time thereafter inspect any records, accounts and books relating to the reproduction of its pictures to ensure that the pictures are being used only in accordance with the reproduction rights granted to the CLIENT.

## 4. Definitions of Reproduction Rights

The following terms are used when describing the reproduction rights granted by the PHOTOGRAPHER to the CLIENT unless a separate Licence To Use is supplied:

- a. Personal Use only: The non-exclusive, non-assignable, non-sublicensable, and right to use, reproduce and distribute the copyrighted WORKS for personal non-profit purposes, and to incorporate the copyrighted WORKS, in whole or in part, into derivative works for non-profit distribution for the specified period. The CLIENT is prohibited from using the WORKS for any other purpose, including: using, reproducing or distributing the WORKS and/or materials incorporating all or any part of the WORKS for profit; selling or distributing electronic copies of the WORKS as standalone files or as part of a product from which a person is able to extract the WORKS as a standalone file; distributing the WORKS in or as part of an electronic template (e.g., as an image available in a word processing or web page creation application) intended to be reproduced by third parties on electronic or printed products; or using the WORKS as part of a trademark, service mark or logo.

- b. Editorial Use: The non-exclusive, non-assignable, non-sublicensable, and right to use, reproduce, and distribute the copyrighted WORKS for editorial use only and to incorporate the copyrighted WORKS, in whole or in part, into derivative works for editorial use only for the specified period. "Editorial Use" means that an image is used as a descriptive visual reference – an example of a specific person, place, thing or event. An Editorial Use Only image can be used: in a newspaper or magazine article; on a blog, social media or website for descriptive purposes; in a non-commercial presentation. An Editorial Use Only image cannot be used: in any kind of advertising or promotional material; in the creation of items or products for resale (e.g., prints, posters, mugs, stationery, calendars, electronic templates, etc.); for any 'advertorial' purposes (ie: in sections or supplements in relation to which you receive or pay a fee). You are prohibited from using the WORKS for any other purpose, including: using, reproducing or distributing the WORKS and/or materials incorporating all or any part of the WORKS for profit; selling or distributing electronic copies of the Work as standalone files or as part of a product from which a person is able to extract the WORKS as a standalone file; distributing the WORKS in or as part of an electronic template (e.g., as an image available in a word processing or web page creation application) intended to be reproduced by third parties on electronic or printed products; or using the WORKS as part of a trademark, service mark or logo.
- c. Commercial Use: The non-exclusive, non-assignable, non-sublicensable, and right to use, reproduce, and distribute the copyrighted WORKS and to incorporate the copyrighted WORKS, in whole or in part, into derivative works for sale and distribution for the specified period. You are prohibited from using the WORKS for any other purpose, including: selling or distributing electronic copies of the WORKS as standalone files or as part of a product from which a person is able to extract the WORKS as a standalone file; distributing the WORKS in or as part of an electronic template (e.g., as an image available in a word processing or web page creation application) intended to be reproduced by third parties on electronic or printed products; or using the WORKS as part of a trademark, service mark or logo.

## 5. Booking and Payments

- a. Weddings – a non-refundable (With exception of 6.a. below) booking fee of 25% of the total quoted (paid by card, cash, or BACS) along with a completed contract will confirm the booking. Remaining payment for the photographic coverage, albums and printed materials (if applicable) is payable in full, four weeks prior to the contracted date.
- b. Commissions – a non-refundable booking fee of 25% of the total quoted (paid by card, cash, or BACS) along with a completed contract will confirm the booking.
- c. Training – Full payment must be received by the PHOTOGRAPHER in order to book your Workshop or One-to-One Tuition reservation.
- d. Online bookings made will be at the PHOTOGRAPHER's discretion and availability – a non-refundable booking fee of 25% (paid by card, cash, or BACS) along with a completed contract will confirm the booking.
- e. Invoices are to be paid by the date specified on the invoice. Standard Terms are 7 days from the date of the invoice. For wedding booking payments, refer to 5.a. above.
- f. Overtime and Additions: Should the CLIENT request the PHOTOGRAPHER to provide additional photography coverage, services or products beyond that which was quoted then it is at the PHOTOGRAPHER's discretion as to whether the additions can be provided. Any additions made prior to the CONTRACT DATE will be invoiced and must be paid prior to the CONTRACT DATE in accordance with 5.a and 5.b. Any additions made during the commission will be invoiced afterwards and will be due for immediate payment upon receipt of the invoice.
- g. All additional goods are payable at time of ordering.
- h. All goods remain the property of the PHOTOGRAPHER until paid for in full by the CLIENT. The PHOTOGRAPHER reserves all rights to collect all goods in part or fully unpaid for.
- i. The PHOTOGRAPHER reserves the right to apply a daily interest rate of 8% p.a. over the current Bank of England base rate, on all non or part payment invoices after 30 days from when the payment date is due, and will continue until payment is made. After 60 days from the payment due date, on all non or part payments, The PHOTOGRAPHER reserves the right to take legal action against the CLIENT to recover the debt.
- j. The PHOTOGRAPHER reserves the right to deny any commission or training booking.
- k. It is the CLIENT's sole responsibility to book the appropriate commission, level of Workshop or One-to-One Tuition required. Therefore, the PHOTOGRAPHER shall not be liable for an unsuitable commission, level of Workshop or One-to-One Tuition carried out.
- l. Photo-Shoot Vouchers and Gift Vouchers, purchased though the PHOTOGRAPHER's website, won as prizes or bought through third party auctions must be produced by the CLIENT as part of their booking. The Vouchers must be valid. There is no cash alternative, non-refundable and is not for resale.

## 6. Cancellation, Postponement, Change of Location and Fees

- a. If the CLIENT cancels a wedding booking, the following applies:
  1. The CLIENT is entitled to a full refund of the booking fee if they withdraw within 7 days of booking.
  2. The booking fee will be forfeited on cancellations made after 7 days.
  3. Cancellation with less than 12 weeks to go until the CONTRACT DATE then the cancellation fee is the non-refundable booking fee and the full remaining outstanding balance of your contract.
- b. For bookings with a contract value of less than £500:
  1. If the CLIENT cancels or postpones with less than 48 hours notice, then 50% of the remaining contract value will become payable.
  2. Should the CLIENT wish to postpone an appointment giving more than 48 hours notice then subject to the availability of the PHOTOGRAPHER, all monies paid may be applied to the new appointment. If a mutually agreed appointment cannot be made, then the CLIENT may be refunded all monies paid except for the deposit and for any goods already supplied to the CLIENT.

- c. For bookings with a contract value of £500 or more:
    - 1. If the CLIENT cancels or postpones with less than 10 working days notice, then 50% of the remaining contract value will become payable.
    - 2. Should the CLIENT wish to postpone an appointment giving more than 10 working days notice then subject to the availability of the PHOTOGRAPHER, all monies paid may be applied to the new appointment. If a mutually agreed appointment cannot be made, then the CLIENT may be refunded all monies paid except for the deposit and for any goods already supplied to the CLIENT.
  - d. Cancellation of commissions purchased with a Photo-Shoot Voucher, Gift Voucher, either won as a prize, purchased through The PHOTOGRAPHER's website, or purchased through third party auctions are non-refundable and not for resale.
  - e. In all cases where the CLIENT changes the location/venue of the commission then they agree to inform the PHOTOGRAPHER at the earliest possible convenience.
  - f. Where the CLIENT wishes to change the CONTRACT DATE with the PHOTOGRAPHER and the request to change occurs outside of the periods shown in 6.a.3, 6.b.2 and 6.c.2 then all fees paid may be transferred to the new date is within 1 months of the original CONTRACT DATE otherwise cancellation terms apply as above.
  - g. In all cases where the CLIENT wishes to change the CONTRACT DATE with the PHOTOGRAPHER, should the revised CONTRACT DATE be cancelled at any time the cancellation fee is the non-refundable booking fee and 100% of the remaining outstanding contract balance.
  - h. If the PHOTOGRAPHER deems a venue or conditions to be unsuitable for photography then we reserve the right to reschedule or cancel the commission. Any fees paid, less the booking fee, may be put toward another booking or be refunded. In this instance any expenses incurred will still be payable.  
Bad Weather
  - i. If the booking is cancelled by the CLIENT due to adverse weather conditions a new mutually agreed appointment will be made. The same cancellation fees apply as above in 6.a.3., 6.b.1. and 6.c.1.
  - j. If the PHOTOGRAPHER has incurred travel and other expenses prior to cancellation then these will still be payable.
- 7. Placing an Order and Receipt of Goods**
- a. The PHOTOGRAPHER cannot be held liable for any costs incurred to the CLIENT for alterations to any orders made by the CLIENT.
  - b. The PHOTOGRAPHER will endeavour to make alterations as requested by the CLIENT if the order has already not already been outsourced by the PHOTOGRAPHER.
  - c. Wedding orders can take up to 8 weeks to complete. All other orders can take up to 4 weeks to complete.
  - d. The CLIENT will be informed by either telephone or in writing once their commissioned order is ready and available for collection. The PHOTOGRAPHER is able to store completed orders for a maximum of 6 months and after this time any orders not collected may be destroyed.
  - e. The PHOTOGRAPHER must be notified either by telephone or in writing (sent by special delivery) within two working days of the CLIENT being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.
  - f. Due to the nature of the product the PHOTOGRAPHER is unable to give exchanges or refunds unless incorrect or damaged goods have been received by the CLIENT. This does not affect your statutory rights.
  - g. The PHOTOGRAPHER will make reasonable endeavours to ensure that items delivered by a third party are suitably packaged for transit. The PHOTOGRAPHER cannot accept liability for loss or damage caused by a third party. For valuable items, the CLIENT should take out suitable insurance cover. Upon written request, the Photographer will provide suitable loss/damage cover for an additional charge.
  - h. CLIENT's who choose to have items delivered to them without loss/damage cover do so at their own risk.
- 8. Coverage and Reproduction**
- a. The PHOTOGRAPHER will be granted artistic license in relation to the poses photographed and the locations used. The PHOTOGRAPHER judgement regarding the location, poses and number of photographs taken shall be deemed correct.
  - b. Photographs taken during the course of a commission will be at the discretion of the PHOTOGRAPHER although every effort will be made to comply with the CLIENT's requirements.
  - c. The PHOTOGRAPHER shall endeavour to photograph all individuals as requested by the CLIENT at some point during the commission, but no responsibility will be taken by the PHOTOGRAPHER in the event of leaving a subject or person out.
  - d. For a commission involving a Church Ceremony, Civil Service or Christening, the PHOTOGRAPHER movements and lighting are sometimes restricted by the minister in charge. The area from which the PHOTOGRAPHER is able to cover the event may not be the PHOTOGRAPHER's choice and the PHOTOGRAPHER cannot accept responsibility for non-coverage, any obstructed view or poor lighting should this be the case.
  - e. The PHOTOGRAPHER shall endeavour to capture all the moments throughout the commission as they occur. However, because of the nature of the event, some unforeseen moments might not be captured and the PHOTOGRAPHER shall not be held responsible or liable for this.
  - f. Any alterations made to the commission by the CLIENT once details have been confirmed may only be made at the discretion of the PHOTOGRAPHER and in some circumstances (such as the change of ceremony date for a wedding booking) the PHOTOGRAPHER may be unable to accommodate these alterations due to a conflict of commitments. Under these circumstances The PHOTOGRAPHER is not liable to compensate the CLIENT in any way whatsoever.
  - g. Due to a variety of lighting conditions and the limitations of professional digital capture, some colours may alter slightly throughout a set of images. Please note that certain colours do not reproduce exactly on photographic 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 constant 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.
- j. Although the PHOTOGRAPHER will do their best to produce a certain amount or more images as discussed with the CLIENT, there is no guarantee that any particular number of images will be produced.

#### **9. Rejection**

- a. The PHOTOGRAPHER will edit every take and deliver what it considers to be the best of every situation covered.
- b. Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing.

#### **10. Force Majeure, Liability & Indemnity**

- a. If the PHOTOGRAPHER cannot deliver the commission, event, workshop or one-to-one tuition due to a fire, emergency, death to the photographer, act of terrorism or crime, sudden illness, natural disaster, road hazards, heavy traffic conditions, flight delay or cancellations, act of God, or a cause beyond the control of the parties then the PHOTOGRAPHER shall return all payments, not including the on-refundable deposit, product payments or expenses already incurred, to the CLIENT, and shall not have further liability.
- b. The PHOTOGRAPHER has other professional photographers who will be contacted in the event that they are not able to attend your commission, event, workshop or one-to-one tuition due to Clause 10.a.
- c. In the event of cancellation by the PHOTOGRAPHER, all attempts will be made to arrange for another suitable date or another photographer to be present or in the unlikely event of total photographic failure, re-shoots may be arranged if practicable. The PHOTOGRAPHER will not be responsible or liable for costs in order to stage such re-shoot. The PHOTOGRAPHER's liability shall be limited only to a full refund of any fees paid to the PHOTOGRAPHER, but shall not include a refund for any goods that may have already been received, non-refundable deposits, expenses or fees incurred by the CLIENT.
- d. Although all the PHOTOGRAPHER photographic equipment is maintained regularly, the PHOTOGRAPHER will not be responsible or liable for photographs that are not produced due to technical failure, either at the shooting or post processing stage. The PHOTOGRAPHER's liability shall only be limited to a full refund of any fees paid to the PHOTOGRAPHER, but shall not include a refund for any goods that may have already been received, expenses, non-refundable deposits or fees incurred by the CLIENT.
- e. The CLIENT accepts full responsibility for their safety, personal injury, personal losses or loss or injury to their animals, property, and belongings, and to loss, injury or damage caused by the CLIENT to third parties and their animals, property and belongings during the period of the commission, event, workshop or one-to-one tuition. The PHOTOGRAPHER will not accept liability for any claims or dispute arising from this Clause.
- f. All commissions, events, workshops and one-to-one tuition material delivered and discussed by the PHOTOGRAPHER is provided following best practice. At no time is any commission, event, workshop or one-to-one tuition material delivered and discussed by the PHOTOGRAPHER, knowingly misleading, or inaccurate. Therefore, the PHOTOGRAPHER will not be held liable to any claims or disputes regarding advice, recommendations, training, materials or otherwise.
- g. The PHOTOGRAPHER will not accept liability for any claims or dispute arising from the CLIENT's learning abilities and understanding of the commission, event, workshop or one-to-one tuition or inadequate or inappropriate commission, event, level of workshop or one-to-one tuition.
- h. While the PHOTOGRAPHER takes all reasonable care in the performance of this agreement generally, it shall not be liable for any loss or damage suffered by the CLIENT or by any third party arising from use or reproduction of any picture or its caption.
- i. The CLIENT agrees to indemnify the PHOTOGRAPHER in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any picture supplied to the CLIENT by the PHOTOGRAPHER.
- j. The CLIENT must ensure that all necessary rights, model releases or consents which may be required for reproduction, are obtained and it is acknowledged that the PHOTOGRAPHER gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any picture. In the event that the picture issued or reproduced by or with the authority of the CLIENT then the CLIENT shall indemnify the PHOTOGRAPHER against any loss or damage, proceedings or costs where such rights, releases or consents have not been obtained.
- k. Any damage to the PHOTOGRAPHER's equipment by the CLIENT or the CLIENT's guests, staff, sub-contractors or suppliers is to be repaired or replaced, if beyond repair, at the CLIENT's expense, and the CLIENT will also be responsible for any subsequent loss of earnings whilst repairs are undertaken. Cost of replacement equipment are at the discretion of the PHOTOGRAPHER and will be payable 3 days after the date of damage which will be issued as an invoice to the CLIENT. Repair costs will be payable immediately as the fees to the repair companies become due and will be issued by the PHOTOGRAPHER to the CLIENT as an invoice.

#### **11. Digital Images, Finishing and Retouching**

- a. Digital images shall remain the property and copyright of the PHOTOGRAPHER at all times, and shall be kept by the PHOTOGRAPHER for not less than 6 months from the contract date.
- b. Should digital files be lost before the CLIENT order is fulfilled, by way of damage or destroyed for reasons beyond the PHOTOGRAPHER's control, the PHOTOGRAPHER liability shall only be limited to a full refund of any fees paid to the PHOTOGRAPHER, but shall not include a refund for any goods that may have already been received or for non-refundable deposits.
- c. All orders should be placed with the PHOTOGRAPHER before the end of a 6 month period starting at the contract date. The PHOTOGRAPHER will not be liable for failure to produce any orders placed after this time.

- d. The PHOTOGRAPHER licences the CLIENT to utilise the WORKS produced as a result of the CLIENT order to the extent set out in writing between the CLIENT and the PHOTOGRAPHER. Any breach of such licence shall automatically revoke such licence without further notification from the PHOTOGRAPHER.
- e. Digital images will be supplied to the CLIENT online for digital download. Where agreed on the quote the images will also be supplied on a USB memory stick.
- f. All images will be supplied in high resolution and will be adjusted for cropping, exposure, brightness, contrast, sharpness and colour balance. The PHOTOGRAPHER's judgement regarding these corrections and the number of images put forward to the CLIENT will be deemed correct.
- g. Retouching, digital manipulation and artist finishing is available to the CLIENT at extra cost.
- h. The decision over whether an image is produced in Black and White or Colour is at the discretion of the PHOTOGRAPHER.

## 12. Public and Personal Galleries

- a. The PHOTOGRAPHER reserves the right to refuse any gallery admission, password request or order.
- b. It is prohibited to share gallery access passwords or image download passwords without the permission of the PHOTOGRAPHER.
- c. By entering into our website and all galleries, you agree to our terms and conditions and abide by copyright law and will not copy, save, print, take a screen shot, or email the displayed copyright images within these galleries. You understand that if you do not abide by copyright law, charges may be made against you.
- d. All digital images purchased from the PHOTOGRAPHER or the PHOTOGRAPHER's website will automatically be assigned with a Royalty Free "Personal Use" Licence (See 4.a. above) unless an alternative licence is purchased or is otherwise agreed in writing by the PHOTOGRAPHER.

## 13. Complaints & Harassment

- a. In the unlikely event of any complaint with regards to the PHOTOGRAPHER service, all complaints must be received in writing within seven days of the CLIENT commission, event, workshop, one-to-one commission, or receipt of products purchased.
- b. Should the PHOTOGRAPHER, during the course, of the commission experience any inappropriate, threatening, hostile or offensive behaviour (including, but not limited to, unwelcome sexual advances and verbal or physical conduct of a sexual nature) from the CLIENT or the CLIENT's contractors, guests or representatives that the PHOTOGRAPHER may request the offending person(s) to be removed. The PHOTOGRAPHER has the right in this circumstance to cancel the commission without notice and the CLIENT forfeits the right to any refund.

## 14. Insurance & Security

- a. Graham-Cumming Photography is fully covered for public liability and professional indemnity. The CLIENT agrees that in all dealings with the PHOTOGRAPHER that the PHOTOGRAPHER's liability will be limited to the following sums: Public Liability - £2,000,000, Professional Indemnity - £25,000.
- b. It is in the CLIENT's interest to take out appropriate insurance policies to cover any expenses in the event of cancellation.
- c. The CLIENT must provide a secure place at the LOCATION for the PHOTOGRAPHER to store equipment.

## 15. General Terms

- a. The most current version of these Terms and Conditions can be found on our website: [www.graham-cumming.com](http://www.graham-cumming.com)
- b. All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the PHOTOGRAPHER are the only ones applicable.
- c. Other Terms and Conditions proffered by the CLIENT are specifically excluded unless agreed in writing beforehand by the Photographer.
- d. Where time is of the essence the PHOTOGRAPHER entirely at its own discretion may accept an instruction given orally, in this event the PHOTOGRAPHER shall accept no liability for any error in executing the order.
- e. Unless the PHOTOGRAPHER is given prior written notice by the CLIENT, the person placing or signing the order on behalf of the CLIENT is deemed to be authorised to do so.
- f. When a CLIENT's policy is not to rely on email confirmations, hardcopy paperwork must be supplied, if none is provided, then emails will constitute a contract in law.
- g. The PHOTOGRAPHER reserves the right to amend both Prices and these Terms and Conditions without prior notice.
- h. For all images/data supplied to the CLIENT in electronic format (including but not limited to electronic mail, CD's/DVD's etc), the PHOTOGRAPHER will endeavour to ensure that the data sent is not corrupt and is virus-free before despatch. The PHOTOGRAPHER cannot be held responsible for any damage, disruption and/or loss of any kind that the said media may cause to the CLIENT's computer or data. The CLIENT agrees to take similar steps to ensure that data sent to the PHOTOGRAPHER is not corrupt and is virus-free.

## 16. Rush Services

- a. The PHOTOGRAPHER reserves the right make an additional charge should the Client request a rush service. This service is subject to availability and cannot be guaranteed.

## 17. Travel and Expenses

- a. The CLIENT is responsible for all travel, accommodation, meal and transport costs unless provided by the client.
- b. Mileage is charged for travel to the LOCATION. Mileage expenses are based on the distance between the LOCATION, Airport or Public Transport pickup point and the PHOTOGRAPHER's address. For all LOCATIONS, the first 50 miles roundtrip of travel are included. All miles in excess of 50 miles roundtrip are charged at £0.50 per mile.
- c. Where the LOCATION is at a long distance, it is at the PHOTOGRAPHER's discretion if an overnight stay or flights are required.
- d. At Wedding commissions the CLIENT will provide a meal for the PHOTOGRAPHER and any assistants or additional photographers to be served at the same time the guests. It is not expected for the PHOTOGRAPHER to sit with the guests.

## 18. Model Release

- a. The CLIENT assigns and grants the PHOTOGRAPHER 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. The CLIENT releases the PHOTOGRAPHER and its legal representatives and assigns from all claims and liability relating to said photographs. It is agreed that the PHOTOGRAPHER may display and use the photographs taken for advertising, display, website and internet promotion, photographic contests, public display such as organised exhibitions, photography books, photography instructional books, studio display, television advertising, magazine advertising and any other purpose deemed proper by the PHOTOGRAPHER.

**19. Confidentiality**

- a. The PHOTOGRAPHER acknowledges that in the performances of the services, he may receive information from the CLIENT which is designated by the CLIENT as confidential. Upon request from the CLIENT, the PHOTOGRAPHER agrees to keep this information secret and not to disclose such information to other parties except as required by law.

**20. Representation**

- a. The CLIENT shall ensure that there is an authorised representative present at the assignment to ensure the correctness of the PHOTOGRAPHER's interpretation of the CLIENT's brief. In the event of no CLIENT representation, the PHOTOGRAPHER's interpretation of the brief shall be deemed as correct.

**21. Severability**

- a. If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

**22. Governing Law**

- a. These Terms and Conditions 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.

**Version: 10 Feb 2018**