

## Terms & Conditions

### 1. DEFINITIONS

'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

### 2. WHAT YOU PAY FOR & RECEIVE

Is to be agreed in advance by selecting the appropriate photography package. Please also refer to the section on Copyright.

### 3. COPYRIGHT

The Photographer retains the entire copyright in the Photographs at all times throughout the world. The Photographer asserts his/her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of the photographer.

### 4. REQUESTED PHOTOGRAPHS

The Photographer cannot be held responsible for lack of coverage caused by actions of people outside his control. The photographer does not guarantee to undertake any specific picture, arrangement, background or location although he will strive to honour all photographs requested and agreed in advance. The photographer cannot be held responsible for weather disturbances affecting coverage although all efforts will be taken to provide agreed coverage in the time allocated to him.

### 5. MATERIALS

All photographs are printed to produce pleasing skin tones. Some clothing shades can be extremely difficult to accurately reproduce. If colour matching is crucial the client should provide a swatch before processing takes place.

### 6. EXCLUSIVITY

The Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

### 7. USE

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission, which may be given for prior use, will automatically be revoked if full payment is not made by the due date or if the company is put into receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without the Photographer's prior permission. Accordingly, even where any form of 'all media' Licence is granted, the photographer's permission must be obtained before any use of the Photographs for other purposes e.g. use in relation to another product or sublicensing through a photo library.

Permission to use the Photographs for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (and paid in full) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.

### 8. CLIENT CONFIDENTIALITY

The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

### 9. INDEMNITY

In the highly unlikely event of total photographic failure i.e. by equipment or processing, the Photographer's liability shall be limited to a full refund of monies paid at that time.

### 10. BOOKING , PAYMENT, CANCELLATION & POSTPONEMENT

A deposit of £150 is payable at the time of booking. This deposit is not returnable except in the event of the Photographer cancelling the commission. A booking is considered firm on receipt of the signed Booking Form and deposit. Balance of payment is due 21 days before the scheduled photoshoot.

The Client may cancel this contract at any time by giving written notice to the Photographer. Should cancellation be received by the Photographer less than 30 days prior to the date of the ceremony, the client shall pay an additional amount so that the total paid by the client is equal to 75% of the contract value. Should cancellation be received by the Photographer less than 14 days prior to the date of the ceremony, the client shall pay an additional amount so that the total paid by the client is equal to 100% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the photographer would suffer.

### 11. REJECTION

There is no right to reject on the basis of style or composition.

### 12. APPLICABLE LAW

The laws of Scotland shall govern this agreement. These Terms and Conditions shall not be varied except by agreement in writing.