

# SOME THING VISUAL



*Revised June 2016*

**Some Thing Visual will always endeavour to do our very best to fulfil and in most cases even exceed your photographic expectations. The following Terms and Conditions should answer any questions you may have about our business. This is the tedious but essential part of our contractual agreement which must be read carefully, ideally with a hot cuppa by your side.**

This Agreement is between Some Thing Visual “the Photographer” and “the Client”. The Client means any individual person or organisation dealing with Some Thing Visual or any agent, representative, servant, employee or subcontractor of such person or organisation. The Client agrees that they have the legal authority to enter into this Agreement on behalf of their employer, company or organization.

“Image(s)” means the photographic material created by Photographer pursuant to this Agreement and includes, but is not limited to, digital files and prints that were captured, recorded, stored, or delivered, in any type of analogue, photographic, optical, electronic, magnetic, digital, or any other media.

## 1. Bookings and Deposit

1.1 To secure any date/s the booking fee is 50% of the overall total cost outlined in the first invoice sent to the client and must be paid within 10 days of the date issued. This will act as the Client deposit and is non-refundable.

1.2 The Client understands that they are paying the Photographer a non-refundable deposit so that the Photographer can book the day(s) and time(s) agreed upon which the Photographer will intend to provide photographic services for the Client. This includes, but is not limited to, retouching afterwards in post-production. The Client will lose money in the event of cancellation once a booking has been made.

1.3 The Client will be required to pay the total sum payable on receipt of the first invoice within 30 days. It is the responsibility of the Client to notify the Photographer of any payments made and to provide evidence where necessary.

1.4 Once the booking has been made the deposit will be deducted from the overall total cost payable to the Photographer and should the client not have already they will be expected to pay the amount in full 20 days after the deposit payment deadline. A courtesy reminder will be sent out if there has been no Client motion for any outstanding payment/s no later than 28 days after receipt of the first invoice.

1.5 Should the full amount payable not be paid within 30 days of the Client receiving the invoice the Photographer reserves the right to cancel the booking and the 50% deposit will be kept by the Photographer as a cancellation fee - see sections 2, 3 and 4 for more details on cancellations and payments.

1.6 Once the booking date and time is secured the Photographer will reserve the slot for the Client only. No other Clients will be booked at these times unless otherwise agreed or the Client cancels the booking.

1.7 Booking adjustments must be requested in writing by the Client within 5 days of receiving the invoice.

## 2. Cancellation by the Client

2.1 If the Client should have to cancel a booking the following cancellation fees will apply immediately upon said cancellation:

2.2 For all bookings (excluding weddings - see section 2.5) with more than - or equal to - 1 day to

go until the shoot, the 50% deposit will be kept by the Photographer. The Client will be paid back the other 50% of all monies paid within 30 days of cancellation.

**2.3** Cancellation with less than 1 day to go until the shoot, 100% of the monies paid by the Client will be kept by the Photographer. Where the Photographer is able to re-schedule an equivalent shoot at a convenient date for both parties then the cancellation fee will be reduced to 75% of the total sum and the Photographer will return 25% of all monies paid to the Client. The Client agrees that the whole process as per section 1.1 will begin again and the rescheduled shoot will be paid for on time and in full so as not to incur any more penalty charges.

**2.4** “No show” Clients will count as in section 2.3 with the same fees applying. Unless the Client could not show due to events out of their reasonable control, such as accident, illness or death, the latter part of section 2.3 will NOT apply and future bookings will not be considered by the Photographer.

**2.5** Weddings - due to the nature of these events wedding cancellations differ to other bookings. If the Client cancels with more than (or equal to) 21 days to go until the wedding date, the booking fee of 50% deposit will be kept by the Photographer. The Client will be paid back the other 50% of all monies paid within 30 days of cancellation.

**2.6** Cancellation with less than 21 days to go until the wedding date, full price for the complete photographic coverage booked will be kept by the Photographer.

**2.7** Should the Client wish to cancel or rearrange a booking date they will contact the Photographer, in writing, as soon as possible. This will act as a record of date of cancellation for both the Client and the Photographer so that the correct cancellation fees will be charged.

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

### **3. Force Majeure**

**3.1** In the very rare event of cancellation by the photographer, or if due to the unlikely outcome of total photographic failure, liability shall be limited to a full refund of all sums paid to the Photographer by the Client.

3.2 The Photographer will attempt to put the Client in touch with another photographer in the event that they are unable to attend on the time of any shoot due to cause beyond their reasonable control such as sudden illness, injury, freak weather, being a victim of crime etc.

3.3 The Photographer will have no further liability with respect to this Agreement, and the Photographer will not be responsible or liable for any other damages beyond the amount of this Agreement.

3.4 This limitation of liability will also apply in the event that any Image(s) is lost or damaged through equipment malfunction, or otherwise, without the fault of the Photographer.

#### **4. Payment**

4.1 For all bookings the standard payment terms are that all payments must be settled in full and in advance. See section 1.

4.2 Acceptable forms of payment to the Photographer by the Client can be made using bank transfer, cash or card and in some circumstances PayPal.

4.3 No rights are granted until the Photographer receives payment in full by the Client within the time frame outlined in Section 1.

4.4 The Client understands that advance payment is necessary in order for the Photographer to secure a time and date of booking, negating all other Client bookings at that time, and so as to avoid financial loss to the Photographer in the event of cancellation.

4.5 Should no monies be paid by the Client as stated in section 1 then no booking will be made and the date/s will be available to all other prospective paying clients.

4.6 The Client should not attempt to book the Photographer if they knowingly are unable to pay the final amount within the 30 day time frame as set out in section 1.

4.7 Payment for all other items the Client wishes to order must be made on receipt of the invoice sent out by the Photographer. Product orders will only be placed once the Client has settled the full amount payable including postage and packing costs. Prices for albums, canvases, prints and other bespoke wall art are available on request.

#### **5. Investment**

5.1 The Photographer promises to execute all photography assignments in a professional and

competent manner. Photographs taken during the course of the session/event will be at the discretion of the Photographer although every effort will be made to comply with Client requirements.

**5.2** The Photographer promises to provide professional exhibition quality products and to use a reputable delivery company to ensure the safe arrival of the Client's orders via post.

## **6. Kill Fee and Rejection**

**6.1** The Client agrees to pay all fees and expenses in connection with any assignment, whether or not they use any Image(s).

**6.2** The standard kill fee (excluding all weddings see section 2) is 50% of the overall total and applies on assignments with more than (or equal to) 1 day to go until the final date.

**6.3** The Photographer will produce and edit every image in what they consider to be the best of their ability in every situation covered. Unless a rejection fee has been agreed in advance, there is no right for the Client to reject images on the basis of style, composition or editing.

## **7. Copyright and Licenses**

**7.1** The Client acknowledges that the Photographer is the author of the Image(s) and also the first and sole owner of all copyrights of the Image(s). The Image(s) and all copyrights remain the exclusive property of Photographer without limitation.

**7.2** The Client understands and agrees that they are not buying the Image(s) but that by paying for photographic services provided by the Photographer they have been granted a licence to use the Image(s) as specified by the Photographer at the time of booking. The term of licence begins from the date the Client receives the image(s).

**7.3** Images supplied with a Copyright Notice and Watermark must be left intact for online sharing. A link back to the Photographer's website [www.some-thing-visual.com](http://www.some-thing-visual.com) is also appreciated but not expected.

**7.4** Copyright Metadata contained within any digital image file may not be altered, or removed under any circumstances.

**7.5** Failure to abide by these copyright terms may result in legal action being taken out by the Photographer against the Client.

## 8. Usage and Fair Use

8.1 All usage rights to the Image(s) specifically granted by the Photographer to the Client appear on the contract provided to the Client by the Photographer at the time of booking. No electronic publishing, or Internet use, of any kind is permitted unless specifically stated on said contract and signed for by both the Client and the Photographer.

8.2 Unless otherwise agreed, the Photographer retains the right to use the Image(s) for self-promotion.

## 9. Shooting Conditions

9.1 The Client trusts that the Photographer will do their very best given the conditions on the day, the attitude, behaviour and composure of any person/s photographed and the overall setting to produce images of a high standard and that they will adequately meet the needs of the Client as set out in the brief.

9.2 The Client understands that some photographs may not be possible due to changes of the weather and the availability and willingness of subjects.

9.3 When attending events the photographer shall endeavour to photograph all individuals as requested by the Client at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.

9.4 Though attempts will always be made to acquire clearance, passes and press accreditation certain venues restrict photographer's movements. The area from which the photographer is able to cover the event may not be the Client's choice and the Photographer cannot accept responsibility for any obstructed view should this be the case.

9.5 The Photographer cannot be held responsible for uncontrolled lighting conditions and the limitations of digital sensors which may impede on final image quality.

9.6 The earliest the photographer will work on any wedding day in the North East of England is 8.30am and the latest shall be 10.00pm. A hot meal must be provided for the photographer if the shooting time is equal to or longer than 8 hours. Fresh drinking water must be available throughout the day. Though offered many times I do not drink alcohol on the day of any shoot!

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

9.8 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.

**In accordance with the Data Protection Act 1998 Some Thing Visual will ensure that any information obtained and used by us will always be processed and transferred in compliance with all applicable data protection laws and regulation. Should you wish to have your details removed from our database, please advise us in writing.**

*The Photographer may store Client name and address details on a private internal database. Stored details will not be used or made available to third parties except for in the following circumstances: to pass Client details on to reputable suppliers when they have requested certain services (ie, print sales); if the Client is registered on the mailing list to provide them with information about products, promotions, offers and services which may be of interest; to monitor and record any correspondence and communications between the Photographer and Client to ensure that high standards are maintained when dealing with queries and needs. No credit card or payment details of the Client will ever be stored by the Photographer.*

