



TERMS & CONDITIONS

In the following conditions “the Photographer” shall mean Tish Scripps Photography. “The Client(s)” shall be those whose name appears on the booking confirmation. The below statements are the contractual conditions for photographic service with Tish Scripps Photography and cannot be altered in anyway by the Client(s) unless clearly agreed in writing by the Photographer.

1. Copyright: The 1988 Copyright Act assigns the copyright of the photographs to the Photographer. 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 unless given written permission by the Photographer.

2. Display: The Client(s) hereby allow(s) the Photographer to display any photograph created during this booking and to generally promote the business in advertising, social media, articles, brochures, and other forms of material, providing that the images are used lawfully and without damage to the Client(s). In circumstances where the Client(s) does not want photographs displayed in such way much request in writing to the Photographer, but the decision ultimately is the Photographers decision.

3. Licences, Coverage and Reproduction:

- a. The Photographer shall be granted creative licence in relation to the locations used, lighting, poses and styling photographed. The Photographer’s judgement regarding the above and number of photographs taken shall be regarded correct.
- b. All photographs taken during the booking will be at the discretion of the Photographer although the Client(s) preferences are considered and all effort will be made to fulfil the Client(s) requirements.
- c. The Photographer shall attempt to photograph all individuals requested by the Client(s) at some point during the booking to the best of the Photographers ability, but in the event of leaving somebody out, the Photographer will not be responsibility.
- d. The Photographer will make every effort to photograph all requested images or to a number of photographs if stated by the photographer, this is dependant on the cooperation of the Client(s), weather conditions and other unforeseen circumstances. The Photographer will not be held responsible if it is not possible to do so due to circumstances beyond her control
- e. For a booking involving a wedding ceremony the Photographer’s movements are sometimes restricted by the Registrars or Minister in charge. Should there be restrictions to the areas the Photographer is able cover the ceremony, then the Photographer cannot accept responsibility for any obstructed view should this be the case.
- f. For a wedding or other occasion and event bookings the Photographer shall strive to capture all the moments throughout the day as they occur. However, due to the nature of wedding and events photography being a one off event, some moments might not be covered and in these circumstances the Photographer is not responsible for photographs that are unable to be captured.
- g. Please note that any changes made to the booking by the Client(s) once details have been confirmed may only be made at the discretion of the Photographer. In some circumstances such as the change of location or date for a booking, the Photographer may be unable to accommodate these alterations due to conflicting commitments. Under these circumstances the Photographer is not liable to compensate the Client(s) in any way whatsoever.

4. Digital files:

- a. The digital files shall remain the property of the Photographer and shall be kept by them indefinitely, once 3 months has past from the release date of the photographs it is at the discretion of the Photographer if these photographs are no longer stored.
- b. Two copies of all digital files will be kept on different digital formats.
- c. Should digital files be lost, damaged or destroyed for reasons beyond control, the Photographer liability shall be limited to a full refund of any deposits and fees paid but shall not include a refund for any goods or services already received.
- d. All orders should be placed with the Photographer before the end of the 3 months from the booking date. Although the Photographer will make every effort to produce orders after this time, the Photographer will not be liable for failure to do so.

5. Prices:

- a. All photographic services are supplied at the prices declared on the date of booking. If pricing changes and Client(s) requests reprints and replacements of other goods 6 months after the booking then the new prices will be required, ordering before 6 months will be charged the original pricing when the booking was made.
- b. The Client(s) will be liable to pay any additional expenses sustained by the Photographer during the booking not already included within the contract price.

6. Payments:

Wedding Client(s)

- a. A non-refundable booking fee of £150 paid by cash, cheque, BACS or PayPal (when using PayPal as payment method the Client(s) agrees to opt from friends and family or pay the PayPal fees when opting for goods and services, failure to do so will mean fees are added onto the remaining balance) No booking confirmation is valid until the full deposit has been paid by the Client.
- b. Remaining payment of wedding packages and any other goods places at the same time as the booking is payable in full four weeks prior to the contracted date. All additional goods ordered after this date will be payable upon ordering.
- c. If the Client(s) wishes to make instalment payments this must be agreed at the time of booking with the Photographer and must be fully paid by the four weeks prior to the contacted date.
- d. Client(s) who have requested to pay in instalments must notify the Photographer in writing if a payment cannot be made on time. Failure to do so may result in the booking being terminated in which case no refund for any monies paid up to that date would be returned.

Other Client(s)

- e. Session Fee charges will be paid upfront when making the booking, the date and time will not be confirmed and become unavailable to potential clients until the session fee has been paid in full.
- f. Payment for goods is not required until order of goods has been placed, all charges for goods must be fully paid before the goods can be placed and released to the Client(s)
- g. Instalment payments is available on goods but must be requested at the time of ordering by the Client(s), (if not requested the full payment will need to be paid before the goods can be ordered) all remaining balance must be paid for the release of the goods.
- h. Title to all goods remains the property of Redlock Photography until paid for in full by the Client(s).

7. Cancellations & Fees :

Wedding and Event Bookings

- a. All cancellations must be received in writing.
- b. Any monies already received at the time of cancellation cannot be refunded.**

- c. If The Client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation:
 - ci. If more than two complete months remain until wedding date: no unpaid monies will be due. However, the £150 non-refundable booking fee (see clause 6a) and any other monies received up to that date would not be refunded
 - cii. With less than two months to go until wedding date: the full price for the package booked will be payable.

Other Photography Service Bookings

- d. Session fee charges will not be refunded in the event of a photography session being cancelled.
- e. In the case of a session being rescheduled it is the Photographers discretion if she chooses to recharge for the session fee to cover loss of earnings due the cancellation of the original date.

8. Force Majeure:

- a. The contract is subject to alteration or cancellation by the Photographer due to any cause beyond their control (i.e. sudden illness/injury).
- b. In the event of cancellation by The Photographer all attempts will be made to arrange for another photographer to be present or in the unlikely event of total photographic failure the Photographer's liability shall be limited to a full refund of any deposits and fees paid.
- c. In the case of arranging re-shoots if practicable - the Photographer will not be responsible for costs in order to stage such re-shoots.

9. Placing an Order and Receipt of Goods:

- a. Any alterations to orders must be communicated to the Photographer either by email or telephone within one working day of the order being placed, failure to do this could mean the order has already been processed and suppliers have already taking their fees, in these circumstance the Photographer will not be held liable for these costs due to alterations to the order made by the Client(s) after this time and the Client(s) will be responsible to cover fees.
- b. All wedding orders will take approximately three to six weeks to complete. All other orders will take approximately two to four weeks. (During high demand times such as Christmas this may cause timing alterations out of the Photographers control, it is recommended by the Photographer to allow six weeks for orders) The Client(s) will be informed by either telephone or in writing once the order is ready and available for collection. The Photographer is 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 must be notified either by telephone or email within two working days of the Client(s) receiving 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 is unable to give exchanges or refunds. This does not affect your statutory rights.

10. 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.

12. Governing Law: Any contract made between the Photographer 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.

I agree to the terms and conditions listed above

Client Name _____ Signed _____ Date _____