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Terms & Conditions

In the following Terms and Conditions:

“**Business**” shall mean Blinding Light Photography

“**Client(s)**” shall mean “You” the Parties to the Contract;

“**Event**” shall mean the Event title inserted into the Contract;

“**Photographer(s)**” shall mean Blinding Light Photography;

“**Products**” shall mean any discs, albums or other items listed in the Contract;

“**Services**” shall mean photography to be carried out at the Event and any other Services agreed between the Client(s) and the Photographer and set out in the Contract;

It is agreed that the following terms and the Contract set out the entire agreement made between the parties, and that no variation or modification of the contract shall be effective unless agreed by both parties in writing. Each party acknowledges that, in entering into the contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Contract and these Terms & Conditions.

Booking Fee (Deposit)

The Photographer(s) will confirm the Event, Date, Time, Services upon receipt of cleared funds in respect of the Booking Fee. If no Booking Fee is received within 7 days of the signing of the Contract then the Photographer may offer the Date of Event to another client. The Date will not be secured until the Booking Fee has been received.

The Parties acknowledge that the Booking Fee is non-refundable or transferable in the event of cancellation by the Client.

The Booking Fee amount is £50 for a half day session (4 hours or less) and £100 for any session over 4 hours in length and is deductible from the balance payable upon completion of the Services.

Payments

Blinding Light Photography will be in contact with you approximately 3-4 weeks prior to your Event to arrange a pre-event appointment, if this is deemed necessary. Following payment of the Booking Fee, the balance of fees due is to be paid as follows:

- The remaining balance is due upon or before receipt of the Disc / USB. Payment must be made in cleared funds before the Items are delivered, or in cash upon delivery if being delivered in person.
- Payment for any additional images or products e.g. photobooks, extra USB / Disc must be made at time of ordering.

All cheques should be made payable to Craig Archer. Bank Transfer (BACS) payments will be accepted by prior arrangement.

No photographs or albums will be delivered until all payments have been received in full in cleared funds.



Where payment is to be made by a third party, the Parties acknowledge that they shall remain responsible for any balance outstanding in respect of the Contract.

License and Coverage:

The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients' requirements, the Photographers' judgement regarding the location, poses, composition and number of images taken and / or given to the customer shall be deemed correct and not subject to dispute.

For Events involving a church ceremony or at certain other venues, the Photographer(s) movements are sometimes restricted by the minister or official in charge: photographing of parts or even all of the ceremony or occasion may be restricted or prohibited, as may the use of artificial lighting. The Photographer(s) cannot accept responsibility for limited coverage in such circumstances.

Whilst the Photographer(s) shall endeavour to fulfil the Clients' requirements, the Photographer(s) cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

Any alterations made to this Contract by the Clients once details have been confirmed may only be made at the discretion of the Photographer(s) and should be agreed in writing. Where the Photographer(s) is unable to accommodate alternative arrangements (such as change of ceremony date and / or venue) the Photographer(s) is not liable to compensate the Client(s) in any way.

Use and Display of Images

The Clients hereby allow the Photographer(s) to display any images relating to the Contract and to generally promote the Business in the Photographer's(s') portfolio and by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the Client(s). By signing this contract you consent to the use of such images.

Image and Reproduction

Any print and presentation sizes quoted are approximate and subject to change at the discretion of the Photographer(s) and may be subject to slight variation. Whilst every effort will be made, the Photographer(s) cannot guarantee exact colour matching and is not held responsible for any colour variations which may occur due to light and location variations.

Due to limitations of computer monitors and variations of computer operating systems, it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered on any particular computer monitor.

Where images are made available for use on a CD/DVD player by disc, reasonable steps are taken to ensure compatibility, but you acknowledge that discs may not play on all CD/DVD players and computers.

Only quality branded CDs, DVDs and USB drives are used and each is checked prior to delivery. However, it remains the responsibility of the Clients to check for in-transit damage. The Photographer(s) cannot be held responsible for damage to equipment resulting from defective media.

Reorders

All reorders shall be treated as an extension of the Contract and no responsibility for any error will be accepted unless orders are provided in writing.



Products

In the event a product (such as an album) is no longer available a suitable alternative of similar quality will be offered. The photographers' choice of an alternative will be deemed as correct and acceptable to the Client(s). Any surcharge resulting from the order of a new product following rejection of a replacement will be the responsibility of the Client(s).

If a photobook has been ordered either as part of the initial booking or as a standalone order afterwards all monies owing for this service need to be paid in full before work on the photobook is commenced. Clients will get two (2) free alterations to the layout and will be able to approve the final design before it goes to print. If further alterations are required then these will be chargeable.

Ownership

Any negatives and/or digital negative (RAW) files shall remain the sole property of the Photographer(s) at all times.

All completed albums and products shall remain the property of the Photographer(s) until full payment is received.

After full payment has been received, all digital images given to the Client will then be jointly owned by the Photographer(s) and the Client and they will be deemed to have the express written agreement of the Photographer(s) to copy, distribute (electronically or on physical media) and to use the images in any other way they wish, provided that this is not for personal gain (financial or otherwise) and that in by doing so they do not impede the business of the Photographer(s).

Copyright

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988 and remain the copyright of The Photographer(s) at all times unless there is express written agreement to the contrary. It is contrary to the Act to copy or allow to be copied photographically, electronically or by any other means an image created as part of this contract without the written permission of the Photographer(s).

Insurance & Limitation of Liability

The Photographer(s) will maintain Public Liability and Professional Indemnity insurance at all times. However, in the unlikely event of a total photographic failure or cancellation of this Contract by either party or in any other circumstance, the liability of one party to the other shall be limited to the total value of the Contract.

Neither party shall be liable for any indirect or consequential loss.

Force Majeure

The due performance of this contract is subject to alteration or cancellation due to a Force Majeure Event. A **Force Majeure Event** means an event beyond the control of a party, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, it does not include circumstances where the Photographer(s) attend an Event to perform the Services and any of the Parties fail to attend.



Cancellation

Where the Photographer(s) has to cancel the Event, due to circumstances beyond his/her control the full amount of the Booking Fee and any further payments received will be returned to the Client(s).

Where it is possible a re-shoot may be arranged (if practicable) however, the Photographer(s) will not be responsible or liable for any additional costs incurred by the Client(s).

Should the Client wish to cancel this contract at any time, Notice of Cancellation must be given in writing to the Photographer(s). In such circumstances, the Client will be liable to pay the Photographer(s) the following sums-

- Notice received 365 days prior to the wedding date or more: Booking Fee only.
- Notice received less than 365 days but more than 182 days: 50% of the agreed balance due will be payable.
- Notice received of 182 days or less: 100% of the agreed balance will be payable.

Where no package has been selected on the original booking form, the agreed balance will be accepted as being £550 minus any booking fee already paid and the date of cancellation will be deemed to be the date the Photographer(s) receives written Notice of Cancellation, as confirmed by the Photographer.

Where an Event is postponed until a later date and, subject to the alternative date being available, the Photographer(s) will retain any fees paid and confirm the new Event Date, Time and Services to the Client.

Conduct & Safety

The Photographer will not tolerate verbally or physically abusive behaviour, nor will they share their time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography may seriously affect the quality of the photographs taken and increase the number of times photos must be re-taken. If the Client is unable to control the conduct of their guests, resulting in an unacceptable degree of misconduct, or if the conduct of any of their guests damages the equipment of the photographer, 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.

Complaints

All complaints should be raised by the Client directly to the Photographer in writing within 14 days of the occurrence which gives rise to the complaint. The Photographer will consider the complaint and shall provide a response to the Client within 14 days of receipt of the Complaint. In the unlikely event of an unresolved complaint the Client may request the Guild of Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

Notices

Any Notice relating to this contract should be in writing and sent by recorded delivery to the address stated in the Contract.

Governing law and jurisdiction

The parties irrevocably agree any dispute arising out of this contract shall be governed and construed in accordance with English Law and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.