

# *Standard Terms and Conditions*

## **1) Terms**

- i) “The Photographer” means Matilda or any such person as may be nominated by Matilda Wedding Photography to perform or assist with the production of photographs
- ii) “The Client” refers to persons or organisations wishing to retain the photographic services of Matilda Wedding Photography
- iii) “The Engagement” means the wedding, event, occasion or other subject that the Client wishes the Photographer to attend or visit for the purposes of photography
- iv) “The Website” means [www.matildaphotography.co.uk](http://www.matildaphotography.co.uk) or content contained or linked to therein
- v) “The Photographs” refer to the images whether digital film or other medium that are taken by or otherwise produced by the Photographer

## **2) Services to be provided**

- i) The Photographer shall endeavour to produce the Photographs to the Client’s specifications.
- ii) The Photographer shall meet with the Client at a mutually agreeable time before the Engagement to discuss the Client’s needs and expectations
- iii) The Photographer shall arrive at the Engagement at the agreed time and stay for at least the agreed length of time or until the specified stage in the Engagement
- iv) The Photographer shall perform post production work to the extent which the Photographer in their judgement deems necessary for the satisfactory production of the Photographs
- v) The Photographer shall provide the Photographs to the Client in the medium as specified in the package description on the Website or as otherwise arranged

### **3) Duties of the client**

- i)** The Client is responsible for instructing the Photographer as to the Photographs the Client wishes to have produced
- ii)** The Client is responsible for ensuring that the Photographer has the necessary and sufficient access to any venues, locations and events in order for the Photographer to produce satisfactory Photographs. In particular the Client must ensure that the owners of any property which may be the subject of the Photographs consent to having the property photographed
- iii)** The Client is responsible for ensuring that guests, attendees, visitors and any other such people who may be included in the Photographs are aware that there will be a photographer in attendance and that if any guest, attendee, visitor or any other person (or parent or legal guardian thereof) has any objection whatsoever to being included in the Photographs that this is brought to the Photographer's attention as soon as is reasonably possible
- iv)** If the Engagement is specified as lasting five hours or more in duration then the client is required to make available non alcoholic beverages and a light meal to the Photographer
- v)** The Client shall make all payments in the agreed manner by the agreed time. Failure by the Client in this regard shall be grounds for the Photographer to terminate the agreement and retain the deposit

### **4) Artistic licence**

- i)** The Photographer may use their judgement in respect of image composition, colour balance, poses, angles, cropping ratios, exposure, lighting, and any and all other aspects of photography in the production of the Photographs
- ii)** The Photographer may at their sole discretion adjust images following the Client's feedback of the Photographs.

### **5) Bookings**

- i)** Bookings are provisional until the Photographer acknowledges receipt of the appropriate deposit and of the signed contract from the Client.

## **6) Fees and expenses**

- i)** The fees for standard photography packages are as listed on the Website. Non standard services may be provided by arrangement between the Photographer and the Client
- ii)** A deposit of 10% of the full fee is required to secure a booking
- iii)** The balance of the full fee is due one calendar month before the date of the Engagement or immediately upon booking, whichever is the later
- iv)** Late payments of the balance may attract interest at the statutory rate
- v)** Fees for standard services may be varied at any time. However once booked the fee for an Engagement shall not be varied
- vi)** If the Engagement requires the Photographer to leave the country then the photographer may charge an additional fee to cover these expenses at the time of Booking. The Photographer may waive this fee at the Photographer's sole discretion
- vii)** Payments are to be made payable in cash or by cheque to Matilda Hutchings dependent on agreement between client and photographer

## **7) Variation of standard terms and conditions**

- i)** The Photographer may consent to vary any and all of these Terms and Conditions by arrangement. Any variation agreed to would be expressly confirmed in writing.

## **8) Copyright**

- i)** The copyright of the Photographs shall remain with the Photographer
- ii)** The Client shall be licensed only for non-commercial use of the Photographs
- iii)** Photographs provided in digital format, that is provided as image files on a memory stick may be distributed at the Client's discretion as long as the distribution is non commercial in nature
- iv)** The Photographer shall retain the right to use the Photographs to advertise or otherwise promote their services at any time and in any place

## **9) Indemnity**

i) The Client agrees to indemnify the Photographer against any and all expenses, claims, damages and legal costs arising from the Client's failure to perform their duties under this Contract. If the photographer is unable to attend the engagement due to severe ill health or death then a replacement photographer will photograph the engagement along with a fee return of 10%.

10) Client's right to cancel

ii) The Client may cancel upon payment of the appropriate fee. The fee depends on the length of time between the notice of cancellation being received and the date of the engagement.

1) Cancellations equal the loss of deposit up to twelve weeks in advance.

2) Cancellations at least twelve weeks in advance will attract a cancellation fee equal a third of the total fee no including the deposit

3) Cancellations at least eight weeks in advance will attract a cancellation fee equal to 50% of the total fee, including any deposits paid

4) Cancellations at least four weeks in advance will attract a cancellation fee equal to 75% of the total fee, including any deposits paid

5) Cancellations with less than four week's notice will attract a cancellation fee equal to 100% of the total fee, including any deposits paid

iii) Cancellation fees are immediately payable upon cancellation. Interest on late payment of the cancellation fee may be charged at the statutory rate

## **11) Limitation of liability**

i) The Photographer does not limit liability in respect of fraud, death, or personal injury

ii) The Photographer agrees to rectify any physical defects in the final Photographs for which they are responsible where this is feasible.

iii) The Client may not reject Photographs on the basis of taste or composition

iv) Subject to i), the Photographer shall under no circumstances be liable for more than the total amount paid by the Client to the Photographer for any losses

## **12) Force majeure**

- i)** If for any reason beyond the Photographer's control the Photographer is unable to perform their duties on the day then the Photographer may appoint a replacement to fulfil those duties
- ii)** If for any reason beyond the Client's control the Engagement is unavoidably postponed or curtailed then the Photographer may agree to a rearrangement of the Engagement at a later mutually agreeable date. This does not apply if the Engagement relates to a wedding which is voluntarily cancelled or rearranged by the couple intending to wed
- iii)** If for any reason beyond the Photographer's or the Client's control the Engagement does not proceed as planned on the day then both parties shall perform their duties to the extent possible in the circumstances
- iv)** Reasons beyond the Photographer's and the Client's control include illness, injury, extreme weather conditions, natural disasters, civil commotion, riots, mechanical or electronic failure or malfunction of photographic or processing equipment, breakdown of cars or other motor vehicles, road traffic accidents and disruption of public transport networks