

CONDITIONS OF BUSINESS

Conditions of Business

Cambridge Photographers Ltd

These Conditions of Business set out the terms on which the Photographer contracts with the Customer. The Customer should read these conditions carefully.

1. **Definition:** The following words or expressions shall have the meanings stated:
 - “**Booking**” means any request, booking, order, commission or instruction by or on behalf of the Customer for the creation of the Material by the Photographer.
 - “**Booking Form**” means a form containing these Conditions of Business completed and signed by the Customer whereby the Customer instructs the Photographer to create the Material.
 - “**Customer**” means the person identified as the customer on a Booking Form.
 - “**Photographer**” means the Photographer trading as Cambridge Photographers Ltd or ZZZ Media Ltd or its agents.
 - “**Material**” means all photographs, proofs, prints, images, negatives, digital scans, digital files, design, artwork, montages, drawings, engravings and/or any other photographic product or other product comprising or containing a reproduction of any form of photographic material, and which has been created by the Photographer.
 - “**Price**” means the price for the Booking as set out on the Booking Form.
2. **Copyright:** Copyright in all Material is retained worldwide by the Photographer at all times under the Copyright, Designs and Patents Act 1988 and additionally and further by the Universal Copyright Convention for the rest of the world. Nothing shall be deemed as a release, transfer, assignment or other disposals of the Photographer’s rights in the Material, save as specifically set out in these Conditions of Business or as otherwise be agreed by the Photographer in writing.
3. **Payment:**
 - 3.1 In consideration of the Price, the Photographer will undertake such work as is necessary to fulfil the requirements of a Booking and in consideration of the Booking, the Customer will pay the Price in accordance with the provisions set out in Clause 4 below.
 - 3.2 The Customer understands that the balance of the Price is payable in advance no later than 15 days before the wedding date, failing which the Photographer has the sole discretion to cancel the Booking and claim all costs and expenses incurred to date together with any damages for losses, from the Customer.
 - 3.3 The Price does not include any wedding albums which may be purchased at an extra cost. Such wedding albums must be ordered within one year of the event date.
4. A Booking shall be subject to the following provisions:
 - 4.1 **Deposit:** The Customer shall pay the sum of TBD [depending on job] (the “**Deposit**”) upon signing of the Booking Form. The Deposit which shall be applied towards the Price is refundable for a period of 30 days from the date of this Booking Form.
 - 4.2 **Refunds:** In the event of cancellation or change of date of a booking of a Booking by the Customer after 30 days from the date of this Booking Form, or

cancellation by the Photographer pursuant to Clause 4.7 below, in addition to any entitlement to claim damages for losses arising from such cancellation the Photographer shall, in any event, be entitled to retain the Deposit. The Photographer agrees to refund all additional monies paid (less any costs and expenses incurred by the Photographer in preparation for the Booking for which receipts and invoices will be provided), to the Customer in the event of any such aforementioned cancellation.

4.3 **Licence:**

4.3.1 [Subject to full payment of the Price, the Photographer grants **limited** copyright ownership the Customer to utilise the Material produced as a result of the Booking to the extent that:

- a. the Material is the property of the Customer for personal use and for the purposes of the reproduction and distribution of photographs to friends and relatives,
- b. the Customer must obtain prior written permission from, and compensate the Photographer prior to an event where the Customer publishes or sells the Material for profit. The Customer shall promptly notify the Photographer if it has actual knowledge of persons publishing or selling the Material or photographs for profit, and
- c. the Customer must obtain prior written permission from the Photographer before digitally altering, processing or making any other amendments to the Material produced by the Photographer;

4.3.2 Save as otherwise agreed between the Customer and the Photographer, the Photographer shall be entitled to use his judgement regarding the style and artistic input in the production of Material; and

4.3.3 The Customer hereby assigns and grants the Photographer and his legal representatives the irrevocable and unrestricted right to use and publish the Material or in which the Customer may be included, for editorial, trade, display, advertising, marketing, in photography books, photography instructional books, store fronts, window or studio display, and promotion of the Photographer's business and for any other purpose deemed fit by the Photographer in any manner or medium; to alter the Material without restriction, and to copyright the material without liability or compensation to the Customer. The Customer hereby releases the Photographer and his legal representatives and assigns from all claims and liability relating to the Material.

4.4 **Coverage:**

4.4.1 Photographs taken during the course of a Booking will be at the discretion of the Photographer although the Photographer will endeavour to comply with the Customer's requirements and requests;

4.4.2 The Photographer does not guarantee that all individuals involved in the event will be photographed;

4.4.3 The quality of the footage inside event venue including the church or registry is very much dependant on where the Photographer is allowed to set up. The Photographer is very much restricted as to where he can and is allowed to stand. The interior design of the event venue can also greatly affect the quality of the photographs. The Photographer is not responsible for any problems with the Material that arise as a result of the layout of the event venue, obstructions at the event venue, or restrictions on his positions and movements at the event venue;

4.4.4 The Photographer shall endeavour to take all the photographs agreed with the Customer and to produce the best photographs possible for the Customer. Due to the nature of the event being live and non-staged, the Photographer makes no guarantee whether express or implied in regard to the number or quality of the photographs that are subjective and influenced by factors beyond his reasonable control. The Photographer shall not be responsible for any factors that are beyond his reasonable control including, but not limited to

- a. any unforeseen moments which may not be recorded;
- b. adverse weather conditions resulting in the Photographer being unable to conduct an outdoor shoot; or
- c. alterations in timings and schedules of the Customer made without prior notification to the Photographer;

4.4.5 The Customer is responsible for the conduct of its guests. The Photographer will not tolerate verbally or physically abusive behaviour, nor will he share his 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. If the Customer 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, the Photographer shall have the right to leave the event immediately. The Customer understands that in such an event, notwithstanding Clause 4.2 no refunds will be granted;

4.4.6 Due to a variety of lighting conditions and the limitations of professional film or digital capture, some colours may alter slightly throughout the Material. The Customer accepts that certain colours do not reproduce exactly on photographic film or paper; and

4.4.7 Where digital photographs have been shot, upon the prior request of the Customer, the Photographer may produce a selection of digital images within two weeks of the event date on an online gallery for the viewing and free download purchase of additional photos by the friends and relatives of the Customer. Prints will be available for a small markup.

4.5 **Sub-contracting:** In the event the Photographer is unable to attend the Booking, the Photographer shall be entitled to sub-contract his obligations, including but not limited the right to engage a backup professional photographer for the Booking.

4.6 **Limit of Liability:**

4.6.1 The Photographer shall use reasonable endeavours with respect to exposure, transportation and processing of the Material. In the unlikely event of the Customer's Material being lost, stolen or destroyed for reasons beyond the Photographer's control, save as a result of any fraud or wilful default of the Photographer, the Photographer shall refund the Price (less the Deposit) within 15 days of such an event. The limit of liability for a partial loss of original Material shall be a pro-rated amount of the Material lost based on the percentage of the total number of the original Material.

4.6.2 The maximum aggregate liability of the Photographer for all claims under or in connection with the Booking shall be limited to the Price.

4.7 **Force Majeure:** The Photographer shall not be liable to the Customer for any failure, in whole or in part, to fulfil his obligations under a Booking where such failure arises as a result of an event or circumstances beyond the Photographer's control, which may include (but are not limited to) equipment failure, inclement weather, acts of God such as flood, fire, warfare, adverse changes to government laws or regulations prohibiting photography, electrical failure, strikes by suppliers, illness or injury.

5. **Governing law:** The contractual relationship between the Photographer and the Customer shall be governed by the laws of England and Wales.
6. **Entire Agreement:** A Booking, as evidenced by information on the Booking Form and as governed by and together with these Conditions of Business shall form the entire agreement between the Photographer and the Customer, save as otherwise agreed in writing.