

CONTRACT

Photographic services contract

Party photography

This contract becomes legally binding at the point of signature by both parties, forthwith referred to as the CLIENT and the PHOTOGRAPHER representing Stuart Palmer Photography Ltd.

ENTIRE AGREEMENT: This agreement contains the entire understanding between the PHOTOGRAPHER and the CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A signed contract and deposit are required to reserve the dates and times of the PARTY(S). If the PARTY(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the CLIENT, the deposit is non-refundable and shall be liquidated damages to The PHOTOGRAPHER. The CLIENT shall also be responsible for payment for any of the PHOTOGRAPHER's materials charges incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the PARTY(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the PHOTOGRAPHER by the CLIENT.

SAFETY: The PHOTOGRAPHER reserves to right to terminate coverage and leave the location of the PARTY(S) if the PHOTOGRAPHER experiences inappropriate, threatening, hostile or offensive behavior from person(s) at the PARTY(S); or in the event that the safety of the PHOTOGRAPHER is in question.

SHOOTING TIME / ADDITIONS: The CLIENT and the PHOTOGRAPHER agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the CLIENT and/or the participants of the PARTY(S) does not arrive at the appointed time for the PARTY(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the CLIENT.

RESPONSIBILITIES: The PHOTOGRAPHER is not responsible for compromised coverage due to causes beyond the control of the PHOTOGRAPHER including but not limited to obtrusive guests, lateness of the CLIENT or guests, weather conditions, schedule complications, incorrect addresses provided to the PHOTOGRAPHER, rendering of decorations, or restrictions of the locations. The PHOTOGRAPHER is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. The PHOTOGRAPHER is not held liable for missed coverage of any part of the PARTY(S). The PHOTOGRAPHER will not be held accountable for failure to deliver images of any individuals or any objects at the PARTY(S).

VENUE AND LOCATION LIMITATIONS: The PHOTOGRAPHER is limited by the rules and guidelines of the location(s) and site management. The CLIENT agrees to accept the technical results of their imposition on the PHOTOGRAPHER. Negotiation with the officials for moderation of guidelines is the CLIENT's responsibility; the PHOTOGRAPHER will offer technical recommendations only.

PERMITS: The CLIENT is responsible for acquiring all permits and necessary permission for all locations on which the PHOTOGRAPHER will be performing services.



FILM and COPYRIGHTS: The photographs produced by the PHOTOGRAPHER are protected by UK Copyright Legislation (all rights reserved) and may not be reproduced in any manner without the PHOTOGRAPHER's explicit written permission. If the CLIENT has purchased an "Image DVD" from the PHOTOGRAPHER, upon final payment by the CLIENT, limited copyright ownership of the resulting images will be transferred to the CLIENT.

The PHOTOGRAPHER reserves all rights to return all images, both RAW and edited for commercial use, including but not limited to use on the PHOTOGRAPHER'S website, trusted third party websites, social media and other marketing uses.

MODEL (IMAGE) RELEASE: The CLIENT hereby assigns the PHOTOGRAPHER the irrevocable and unrestricted right to use and publish photographs of the CLIENT or in which the CLIENT may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The CLIENT releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that the PHOTOGRAPHER is unable to perform to the guidelines of this contract due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the PHOTOGRAPHER, the PHOTOGRAPHER will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the PARTY(S) photography.

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond the PHOTOGRAPHER's control, including but not limited to camera, hard drive, or equipment malfunction, the PHOTOGRAPHER's liability is limited to the return of all payments received for the PARTY(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. The PHOTOGRAPHER is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.



CAPTURE AND DELIVERY: The PHOTOGRAPHER is not liable to deliver every image taken at the PARTY(S). The determination of images delivered to the CLIENT is left to the discretion of the PHOTOGRAPHER. The PHOTOGRAPHER does not provide the CLIENT with any RAW files, all RAW files remain the property of the PHOTOGRAPHER.

POST PRODUCTION AND EDITING: The final post production and editing styles, effects, and overall look of the images are left to the discretion of the PHOTOGRAPHER. No further re-edits will be performed by the PHOTOGRAPHER unless the PHOTOGRAPHER and CLIENT agree upon additional payments to the PHOTOGRAPHER at the agreed hourly rate.

PAYMENT SCHEDULE: The £25 non-refundable deposit is due at the time of signing of this agreement (if not already paid). The remaining balance is payable in full one month prior to the PARTY(S). In the event the CLIENT fails to remit payment as specified, the PHOTOGRAPHER shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the PARTY(S). Returned cheques will be assessed a £25 non-sufficient funds fee.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from the PHOTOGRAPHER.

TRAVEL: The PHOTOGRAPHER reserves the right to charge additional mileage at the rate of £0.45p per mile for travelling to and from venues over and above a radius of 10 miles from the centre of Nottingham.

