

S A R A B E A U M O N T

PHOTOGRAPHY FOR BUSINESSES

Terms & Conditions

In the following Terms and Conditions:

“Business” shall mean Sara Beaumont Photography

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

“Event” shall mean the Commission or Booking

“Photographer(s)” shall mean Sara Beaumont Photography

“Services” shall mean photography to be carried out during the commission and any other services agreed between the Client(s) and the Photographer(s).

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

Booking Fee/Payment In Advance

Where a booking fee or payment in advance is required, the Photographer(s) will confirm the booking upon receipt of cleared funds.

The Parties acknowledge that the Booking Fee/Payment in Advance is non-refundable, but is transferable in the event of a postponement by either Parties.

Payments

Payment terms are strictly 28 days net.

All payments should be made via Bank Transfer (BACS)

Where payment is to be made by a third party, the parties acknowledge that they shall remain responsible for any balance outstanding.

Licence and Coverage:

The Photographer(s) shall be granted artistic license in relation to the style of photography and the locations used. Although every effort will be made to comply with the Clients' requirements, the Photographer(s) judgement regarding the location, composition and number of photographs taken shall be deemed correct and not subject to dispute.

For Events involving religious buildings or at certain other venues, the Photographer(s) movements are sometimes restricted. Photography of parts or even all of the Event may be restricted or prohibited, as may the use of artificial lighting. The Photographer(s) cannot accept responsibility for limited coverage in such circumstances.

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Whilst the Photographer(s) shall endeavour to fulfil the Client(s)' 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.

The images created are for the Client(s) exclusive use and should not be transferred to any other agencies without the express permission of the Photographer(s). The finished images should also not be further edited, altered or have 'filters' applied by the Client(s).

Image and Reproduction

All 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 screens, tablets, smart phones; and the variations of computer operating systems, it is understood that images viewed via this method may appear slightly differently according to the specification of each device, and that prints may not match images rendered on any given screen.

Retouching

Retouching and digital manipulation is available to the Client(s) as an optional extra.

Ownership

All images shall remain the sole property of the Photographer(s) at all times.

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. The Client(s) is granted a Licence to use the images exclusively online and in print. The images should not be shared with third parties without the express permission of the Photographer(s).

Substitution

In the unlikely event that the Photographer(s) is unable to attend the Event due to unforeseen circumstances, Sara Beaumont Photography reserves the right to appoint another suitable Photographer(s) to attend the Event on their behalf to undertake the photography to his/her best ability.

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 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 booking.

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

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Force Majeure

The due performance of the commission 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.

Conduct

It is the responsibility of the Client(s) to ensure the co-operative behaviour of subjects at a shoot. Should the Photographer(s) feel unsafe, or be subject to abuse or harassment and the Client(s) cannot control or prevent the situation; the Photographer(s) may have to conclude photography.

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(s) 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(s) will be liable to pay the Photographer(s) the following sums:

- Notice received 6 weeks prior to the Event or more - Booking Fee only.
- Notice received 2 weeks prior to the Event - 50% of the agreed balance due will be payable.
- Notice received within 48 hours of the Event or less: 100% of the agreed balance will be payable.

Complaints

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

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.