



## PORTRAIT CONTRACT - TERMS AND CONDITIONS

It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

### Booking Fee

The Booking fee secures the time and services of the Photographer for the sitting and is non- refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. Sittings that are postponed to a later date will retain the fee as long as the photographer can re- schedule for the new date and time.

### Payments

All photographic fees are payable in full on booking a coverage along with a completed contract. All additional goods are payable on ordering. No photographs will be delivered until all payments due have been paid in full.

### Display

The Photographer/s may display any photographs included in this contract in his/ her studio, web site, portfolio, Social Media, literature, display areas, exhibitions, competitions, advertising or slide shows.

### Images

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man- made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

### Retouching

All images will be adjusted for skin blemishes, exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is available to the Client as an option at extra cost.

### Reorders

All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

### 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. 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 permission of The Photographer/s in writing.

### Licence

The Photographer/s shall be granted artistic licence in relation to the poses photographed and any locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct.

### Force Majeure or Act of God

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

### Attendance

In the unlikely event of the assigned Photographer being unable to attend your sitting due to unforeseen circumstances, we reserve the right to appoint another photographer to attend your sitting on our behalf to undertake the photography to his/her best ability.

### Limitation of Liability

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 indirect or consequential loss.

### Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so shall forfeit any monies paid. All cancellations must be in writing.

### Negatives/Digital Files

All Negatives/digital files remain the property of The Photographer/s.

### Prices

All prices are subject to the then current rate of V.A.T. (if applicable).

### Value Of Prints Included Within Package

The value of prints, or other items, included within the agreed price is only redeemable as a discount against those items at the prices listed by the Photographer and ordered by the Client within three months of the sitting date. At no time will this value be transferable for a cash alternative. Any monies over and above the value of discount are to be paid at the time of order.

### Complaints

Any complaints should first be raised by the Client with the Photographer/s in writing within 7 days from the date of receipt of images.

### Governing Law

This agreement shall be governed in accordance with the laws of England and Wales.

The terms of this contract are accepted by :-

CLIENT:

DATE:

Address:

PHOTOGRAPHER:

on behalf of Tom Waller t/as Luminous Photography

DATE:

Address: 11 The Breezes, Maidenhead, Berkshire, SL6 2SW