



## **Terms & Conditions**

In the following Terms and Conditions:

“**Business**” shall mean Ginger Pixie Photography

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

“**Event**” shall mean the Event title inserted into the Contract; “**Photographer(s)**” shall mean Melissa Cross

Photography services to be carried out at the event and any other services agreed between the Client(s) and the Photographer and set out in the Contract;

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

### **Booking Fee**

Ginger Pixie Photography will confirm the Event, Date, Time, Services upon receipt of cleared funds in respect of the Booking Fee. All booking fees must be paid within 24 hours, failure may result in loss of booking date.

The Parties acknowledge that the Booking Fee of 30% is non-refundable in the event of cancellation by the Client, it can however be transferable to a later date, if agreed by both parties.

### **Image editing – Package 1**

All images to be edited to a high specification by the photographer, blemishes/spots to be removed at photographers discretion.

### **Retouching**

Further retouching, digital manipulation and artist finishing is available to the Client as an optional extra.

### **Designs – Package 2 & 3**

All social media branded designs are based on our standard template design set. Any amends or additional artwork required will be charged accordingly. All social media designs include one set of content amends.

### **Payments**

Invoices will be issued once client receives images and invoice to be paid within 30 days via bank transfer from invoice date.

All cheques should be made payable to Ginger Pixie Photography

Where payment is to be made by a third party, the Parties acknowledge that they shall remain responsible for any balance outstanding in respect of the Contract.

## **Licence and Coverage**

Ginger Pixie Photography shall be granted artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the Clients' requirements, the Photographers' judgement regarding the location, poses and number of photographs taken shall be deemed correct and not subject to dispute.

## **Event**

Ginger Pixie Photography will be in contact with you approximately 2-3 days prior to your Event to discuss final arrangements.

## **Image and Reproduction**

Due to limitations of computer monitors and variations of computer operating systems, it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered on any particular computer monitor.

Images will be fully edited and supplied to client within 72 hours of the shoot in 300dpi formats for immediate download. The client must download his/her images within the timeframe to ensure they are in full receipt of their images. It is not the responsibility of the photographer to remind the client to do this.

## **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. 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 written permission of the Photographer(s).

## **Substitution**

In the unlikely event that the assigned Photographer is unable to attend your Event due to unforeseen circumstances, Ginger Pixie Photography reserves the right to appoint another suitable Photographer(s) to attend the Event on our 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 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 any indirect or consequential loss.

## **Force Majeure**

The due performance of this contract 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. For the avoidance of doubt, it does not include circumstances where the Photographer(s) attend an Event to perform the Services and any of the Parties fail to attend.

## **Conduct**

It is the responsibility of the customer to ensure the co-operative behaviour of subjects at a shoot. Should the photographer(s) feel unsafe at the contracted photoshoot or be subject to abuse and the customer cannot control or prevent the situation then the photographer is entitled to advise the customer of that situation and leave without forfeit on this contract.

**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 wish to cancel this contract at any time, Notice of Cancellation must be given in writing to the Photographer (s). In such circumstances

**Period of Notice Cancellation charge**

2 - 6 months prior to the shoot date 30%

Two weeks - 2 months prior to the shoot date 50%

Less than 7 days prior to shoot date 100%

Where an event is postponed until a later date, the postponement will be treated as a cancellation in accordance with the above payment structure however, the photographer may agree with the client to deduct any payments off the final invoice once the work is complete and shoot has taken place.

**Complaints**

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

**Notices**

Any Notice relating to this contract should be in writing and sent by recorded delivery to the address stated in the Contract.

**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.

End.