



Terms and conditions

The photographer(s) shall mean Philip Boak and/or any photographer appointed by him. The client(s) shall be those whose names appear on this contract: Photograph/Image/Digital Image shall for the purposes of this contract refer to those images taken by the photographer(s) and reproduced on CD whether digitally altered or not.

Copyright:

The copyright of the images remains with the photographer(s). However the photographer(s) do not grant ownership of title to the client but instead grant a conditional restricted license for use of the images, hereby termed an assignment.

Assignment:

The client is permitted to use the images provided on cd for their own use for a period of 10 years. The client may not sell, trade, distribute, sub-license or transfer the license to another party. The client may not subject the images to derogatory treatment and the photographer(s) retain the right to be identified as the authors of the images.

Moral rights:

The client hereby allows the photographer(s) to display any photograph/image covered by this contract for advertising, brochures, magazine article, competition, websites and other such material, providing the images are used lawfully and without damage to the client(s). The photographer(s) will not be liable for images copied from the web by unscrupulous persons.

Creativity:

The photographer(s) will use their skill and ability in relation to the choice of poses and locations used. They will try to adhere to the wishes of the client(s) but cannot be held responsible for lack of images due to client or other members of the party not being available, willing or ready on time. Weather can also be a factor in the photographs taken and the photographer(s) will do their best to honour any requested photographs, but do not undertake to guarantee any specific picture, background, group or location.

Force Majeure:

In the unlikely event of total photographic failure, injury or sickness beyond the photographer(s) control, liability shall be limited to a full refund of



monies paid. The photographer(s) will do their best to contact other photographers in the event of illness etc.

Colour Matching:

There are many variables in the processing of digital image files (and film also for that matter). This processing starts within the camera where it compresses even raw files, this continues within software on a computer and with the printing or reproduction on a computer monitor or tv set. Thus the photographer(s) cannot guarantee that the images will appear to be colour correct as the eye saw it on the day. They will endeavour to produce the best colour match possible.

Booking Deposit:

A non-refundable deposit of 25% of the total of the package is required at the time of booking, together with this signed contract. When the deposit is paid the date will be reserved.

Balance Payment:

This should be made on the day of the photo shoot prior to it commencing.

Insurance:

The client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

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I have read and understand the above agreement as set out.

I understand that this agreement/contract cannot be changed unless agreed by the Photographer(s) and Client(s) in writing. The agreement will become effective on signature of the parties concerned.

Client Names: _____

Signatures: _____

Date: _____

Photographer: _____