

# MICHAEL POWELL PHOTOGRAPHER

## TERMS AND CONDITIONS ~ WEDDING PHOTOGRAPHY

### 1. DEFINITIONS:

For the purpose of this agreement 'the Agency' and 'the Advertiser' shall where the context so admits include their respective assignees, sub-licensees and successors in title. In cases where the Photographer's client is a direct client (*i.e. with no agency or intermediary*), all references in this agreement to both 'the Agency' and 'the Advertiser' shall be interpreted as references to the Photographer's client. 'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material.

### 2. WHAT YOU PAY FOR & RECEIVE:

**Option 1 coverage:** As specified up to a maximum of five hours attendance.

**Option 2 coverage:** As specified up to a maximum of six hours attendance.

**Option 3 coverage:** As specified up to a maximum of seven hours attendance.

**Option 4 coverage:** As specified up to a maximum of eight hours attendance. Coverage is constant and not transferable. If extra coverage is required please ask for a quote.

You will be asked to select up to 140 different images and an album depending on the package chosen. Any photographs not selected for the album, proof books and index sheets are the property of Michael Powell and where applicable must be returned as soon as the selection procedure is complete. Proof books and index sheets can be purchased at the prevailing rate. All prices include VAT but exclude delivery of album and fuel used attending weddings more than 25 miles from LN8 3YB. It is agreed that all the images chosen are all to be compiled in the album and not supplied loose. Loose prints are considered reprints and charged at the prevailing reprint rate. Please also refer to the section on Copyright.

### 3. COPYRIGHT:

The Photographer retains the entire copyright in the Photographs at all times throughout the world. The Photographer asserts his/her statutory right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of Michael Powell. High resolution files can be purchased on disc at the prevailing rate.

### 4. REQUESTED PHOTOGRAPHS:

The Photographer cannot be held responsible for lack of coverage caused by any member of the wedding party not being on time, or by Church, Register Office or Licensed Place imposing photography restrictions. The photographer does not guarantee to undertake any specific picture, group arrangement, background or location although he will strive to honour all photographs requested and agreed in advance. The photographer cannot be held responsible for weather disturbances affecting coverage although all efforts will be taken to provide agreed coverage in the time allocated to him.

### 5. MATERIALS:

All photographs are printed to produce pleasing skin tones. Some clothing shades can be extremely difficult to accurately reproduce. If colour matching is crucial the client should provide a swatch before processing takes place.

### 6. EXCLUSIVITY:

The Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising or otherwise promoting his work.

### 7. USE:

The Licence to Use comes into effect from the date of payment of the relevant invoice(s). No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission, which may be given for prior use, will automatically be revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation. The Licence only applies to the advertiser and product as stated on the front of the form and its benefit shall not be assigned to any third party without the Photographer's permission. Accordingly, even where any form of 'all media' Licence is granted, the photographer's permission must be obtained before any use of the Photographs for other purposes e.g. use in relation to another product or sublicensing through a photo library. Permission to use the Photographs for purposes outside the terms of the Licence will normally be granted upon payment of a further fee, which must be mutually agreed (*and paid in full*) before such further use. Unless otherwise agreed in writing, all further Licences in respect of the Photographs will be subject to these terms and conditions.

### 8. CLIENT CONFIDENTIALITY:

The Photographer will keep confidential and will not disclose to any third parties or make use of material or information communicated to him/her in confidence for the purposes of the photography, save as may be reasonably necessary to enable the Photographer to carry out his/her obligations in relation to the commission.

### 9. INDEMNITY:

In the highly unlikely event of total photographic failure i.e. by equipment or processing, the Photographer's liability shall be limited to a full refund of monies paid at that time.

### 10. BOOKING, PAYMENT, CANCELLATION & POSTPONEMENT:

A deposit of £400 is payable at the time of booking. This deposit is not returnable except in the event of the Photographer cancelling the commission. A booking is considered firm on receipt of the signed Booking Form and deposit. Balance of payment is due 7 days prior to the wedding day. Subsequent orders for prints are to be paid for in advance. All processing costs are charged at the prevailing rate at the time the materials arrive at the processing laboratory.

### 11. EXPENSES:

Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Agency or the Advertiser, or otherwise at their request, the Agency shall give approval to and be liable to pay such extra expenses or fees at the Photographer's normal rate to the Photographer in addition to the expenses as having been agreed or estimated.

### 12. REJECTION:

There is no right to reject on the basis of style or composition.

### 13. ELECTRONIC STORAGE:

Save for the purposes of production for the licensed use(s), the Photographs may not be stored in any form of electronic medium without the written permission of the Photographer. Manipulation of the image or use of only a portion of the image may only take place with the permission of the Photographer.

### 14. APPLICABLE LAW:

The laws of England & Wales shall govern this agreement. These Terms and Conditions shall not be varied except by agreement in writing.