

# ALEXANDRA DAVIES PHOTOGRAPHY

## COMMERCIAL PHOTOGRAPHY TERMS & CONDITIONS

### **1. Preamble**

This is a contract for photographic services between Alexandra Davies Photography (also referred to as 'the photographer') and:

Xxxxx -

(Hereinafter, 'the client(s)'). Specifically, this is a contract to: photograph

XX

(b) Photographic usage: XXX

### **2. Financial:**

(a) The Client(s) will be charged:

(b) Travel will be included for jobs within a 60 mile radius of OX39 4BX excluding Greater London where a travel fee of £50 will be incurred by the Client for each and every separate visit.

(c) The client(s) agree to pay:

- I. An Initial Deposit which is: a non-refundable (except as noted in paragraph 5(a)) deposit of One Hundred Pounds upon signature of this document;
- II. the balance, which will be calculated by the photographer, and is due when all work including post-processing is complete and delivered to the client.
- III. Any additional time requested after any agreed timespan between the Client and the Photographer will be charged at £100 per hour for all subsequent hours, where additional services make up part hours the full hourly cost will be charged by the Photographer.

(d) Alexandra Davies Photography accepts cheques made payable to Alexandra Jane Photography, cash or bank transfer.

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### **3. Cancellation/Postponement:**

Should the client wish to, they can cancel this contract at any time, Notice of Cancellation must be given to the photographer. If Notice of Cancellation is given less than 7 days before the booking the Client will be charged 50% of the fee. If Notice of Cancellation is given less than 2 days before the booking the Client will be charged 100% of the agreed fee.

### **4. Bad Weather Postponement**

Bad weather reshoot terms must be agreed with the Photographer in advance.

### **5. Photographic Materials**

All photographic materials, including but not limited to proofs and digital media, shall be the exclusive property of The Photographer.

### **6. Copyright**

The Photographer shall own the copyright in all images and photographic materials created. The Client is licensed to use the images for the specific purposes set out in this document.

### **7. Client Usage**

The License to use images only applies to the Client(s) as agreed in this contract. This License does not cover usage by any third party without the authorisation and prior agreement of the Photographer.

### **8. Failure to Perform**

If the Photographer cannot perform to the terms of the booking for any reason beyond the control of the Photographer, then the Photographer shall return all monies paid to the Client, but shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, lost through camera malfunction, or otherwise lost or damaged without fault on the part of the Photographer. In the event that the Photographer fails to perform for any other reason, the Photographer shall not be liable for any amount in excess of the retail value of the booking.

**9. Client Disappointment**

The Photographer shall be granted creative and artistic licence in relation to the choice of locations and poses used. The photographer's judgement on photographic style and the number of photographs taken shall be deemed correct. Style and number of photographs are also dependent on changes of the weather and the availability and willingness of subjects. The photographer will make best effort to honour requested photographs but does not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement. The photographer shall be granted creative and artistic licence in relation to the editing of images. The Photographer's judgement shall be deemed to be correct. Where a client wishes images to be re-edited the client will be charged at £50 per hour.

**10. Post Production**

The Photographer includes basic retouching in the agreed fee as set out above. This includes colour correction, blemish removal and basic clean-up. Additional retouching is charged at £50 per hour.

**11. Delivery times**

The Photographer aims to deliver completed images within 14 days unless a deadline has been pre-agreed. Expediting of images will be charged as follows:

Within 10 days - £100 surcharge

Within 5 days - £250 surcharge

Within 48 hours - £350 surcharge

**12. Acceptance**

Client signature(s) constitutes acceptance of and agreement to the terms outlined above.

\_\_\_\_\_

Client 1

\_\_\_\_\_

Client 2

\_\_\_\_\_

Alexandra Davies, Alexandra Davies Photography

\_\_\_\_\_

Date