

photoBECKET

Terms and conditions for portrait photographs

This sets out your rights (the client) and responsibilities as well as ours (*photoBECKET*) under the contract.

1. The contract we sign will specify all the terms agreed between us and no variation shall apply unless agreed in writing and signed by both parties. We shall try to accommodate any requests made by you but not everything may be possible, in which case we will explain it cannot be done.
2. We agree to take a series of portrait photographs either in our studio, at your home or some place you designate. In this we shall exercise reasonable skill, care and judgment as expected of a professional photographer, but will not be liable for events beyond our reasonable control. In no circumstances will our liability to you, whether for breach of contract, negligence breach of duty or by any other means, be in excess of the total amount you have paid under the contract for this work.
3. Any assistants helping us in this work will be polite, friendly, unobtrusive and smartly presented. They are all photographically competent and will act in a courteous manner when dealing with everybody.
4. A booking fee of half the total fee is payable by you on the signing of the contract, and this will be deducted from the total payment due.
5. The balance of the fee is payable no less than seven days before the day of the picture-taking. If this balance of fee is not received by the due date we reserve the right not to provide any services until payment has been received, or to treat the contract as cancelled. All prices shall include VAT at the prevailing date of the contract signing, and will include travelling expenses unless expressly specified otherwise.
6. The fee includes the time and expense for photographers travelling to and from agreed locations. In exceptional circumstances an additional travelling fee may be charged, and this would apply for travelling to locations outside the M25 motorway ring. It also covers up to three hours of photographing time. Outside the M25 motorway ring an additional travelling fee may be charged and if overnight stay is involved that will also be additionally paid for by the customer.
7. Separate fees will be charged for additional services ordered, including (but not restricted to) more photographs, additional prints, framing, albums. The photographs will be processed to a professional standard but if additional retouching is required that may be charged additionally. The price of all additional services agreed in advance are payable in full before the photographic session.
8. If the date of the photographic appointment is postponed, we may decide to cancel the contract or to perform the work on the postponed day and apply any money already paid for that occasion. We shall try to accommodate alterations of dates but the decision to do so is at our discretion and will depend on our ability to obtain alternative work and to be available at the alternative date.
9. The client may cancel the contract at any time by notice in writing. That may incur a compensation payment to us depending on when the notice is received:
 - 90 days or more notice – the booking fee only
 - 61 to 90 days – 50% of the total fee
 - 31 to 60 days – 60%

0 to 20 days – 100%

10. In the unlikely event that photoBECKET cannot attend for reasons beyond our control (such as death, injury or illness), the contract shall be cancelled but our liability to you shall be limited to a full refund of all fees paid by you.

11. Prints and products must be ordered by you and your guests within 12 months of the wedding. After this time we can not guarantee being able to fulfil order and any order which we do fulfil will be subject to our then current price list.

12. The copyright of all photographs we take remain the property of photoBECKET however taken or stored and remains our copyright.

13. We reserve the right to use or display any images created as part of this contract as part of our portfolio, at exhibitions, or for marketing purposes.