Andy Butler Photography
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TERMS AND CONDITIONS

1. It is agreed that these terms form the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

2. **Special Requests/Coverage**
The client understands and accepts that the photographic coverage will be as the photographer's professional expertise determines and that no one photograph will be deemed more important than another. Special requests are not binding instruction, although every effort is made to comply with the client's wishes.

2a. Any special requests not notified on this booking form must be made by the client to the photographer/s in writing no less than seven days before the date of the photography booking.

3. **Bank/Public Holidays**
Prices quoted do not include Bank Holidays, Public Holidays, Easter Day, Christmas Day or Boxing day. Additional fees may be payable for photography at these times.

4. **Locations & Travel**
Prices quoted are for locations in the Eastbourne, Hailsham and Seaford areas, additional time and/or mileage may be charged for other areas.

5. **The Photographer**
On occasions and without notice it may be necessary for the photographer originally specified to be substituted by another photographer, (e.g.. due to ill health).

6. **Images**
All image sizes are nominal. The photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record the exact colour as seen by the human eye.

6a. **Retouching**
Retouching, digital manipulation and artist finishing is available to the client as an optional extra.

7. **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. 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 permission of the photographer/s in writing.

8. **Negatives/Digital Files**
Negatives/digital files remain the property of the photographer/s.

9. **Artistic Licence**
The photographer/s shall be granted complete artistic licence including in relation to the poses photographed and the locations used. The photographer/s judgement regarding the locations/poses and number of images taken shall be final. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the images requested.

10. **Force Majeure or Act of God**
The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control.

11. **Image Use**
Copyright remains with the photographer and the client agrees to use the images only in accordance with the agreed licence terms, any additional use required must be agreed in writing with the photographer before the images are used and the relevant fee paid.
Any image use outside of the agreed licence will be treated as a breach of copyright and a minimum fee of £1000 per image will be payable to the Photographer and all licences to use images will be revoked. No refunds will be given for licences revoked due to use of images not covered by a licence.
Licences are not transferable. If any client or end user (including PR companies or agents) ceases trading, becomes insolvent or goes into administration any licence issued will be cancelled immediately.
Images may only be used & licences become effective after full payment is received. Should payment not be received by the due date any permission granted to use any image will be revoked.

12. **Display**
The client hereby allows the photographer/s to display any images included in this contract in their websites & social media, portfolios, literature, exhibitions, competitions and advertising.

13. **Payment**
A non refundable booking fee/deposit of 50% of the quoted fee is payable at the time of booking.
The full balance is due one week before the event. If the event is less than one week from booking then the full amount is due at the time of booking.

No third party payments are accepted. The person/entity booking the service is the one who will be invoiced and the one responsible for payment.

No split invoices. One person/business is the client and they are responsible for payment. Split or additional licensing is permitted providing this is discussed and agreed prior to booking but only one party is responsible for payment. Should the client wish to split payment with another that is between those parties and has no relevance to invoicing by Andy Butler.

Discounts, including prompt payment discounts and quantity discounts must only be taken if payment is made within the specified time limit. Any discounts taken out of this time will be re-invoiced and an administration fee of £40 will be added.
Payment terms may be varied if agreed in writing by the photographer.

14. **Late Payments**
Any payment not received within 30 days of the invoice date will be subject to interest and late payment charges in accordance with the Late Payment of Commercial Debts Regulations 2013.

15. **Image Supply.**
The most common way of supplying digital images is via download link. This is included with all quotes.
One download link is included as standard and this can include more than one email address.
Additional download links requested after the original has been sent are available for an additional charge.
Prints and other physical products will usually be sent to the client via an agreed delivery company.

16. **Cancellation**
The client may cancel this contract at any time prior to the booking date by giving written notice to the photographer but in doing so shall be pay the following.
cancellation received by the photographer/s less than 14 (fourteen) days prior to the date of the event / photography, the client shall pay a sum equal to 50 %

Limitation of Liability
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.

17. Cancellation received by the photographer less than 7 (seven) days prior to the event, the client shall pay a sum equal to 75% of the contract value.
Cancellation received by the photographer less than 48 hours prior to the event, the client will pay 100% of the original contract value.
The said sum shall be payable as compensation as an estimate of the loss the photographer/s would suffer.
shall be liable for indirect or consequential loss.

18. **Complaints**
Any complaints should be raised by the client with the photographer/s, in writing, within 7 days of first becoming aware of the matter to be complained of and in any event within 7 days of receipt of the images.

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