

1. DEFINITIONS

For the purpose of this agreement 'Photographs' means all photographic material furnished by the Photographer, whether transparencies, negatives, prints or any other type of physical or electronic material. A 'booking' is defined only by payment of a deposit set against an agreed date, in writing. A 'Service Package' is defined as an agreed product or service requested by you, to be provided by Keylight Photography on any specified date.

2. WHAT YOU PAY FOR & RECEIVE

Is to be agreed in advance by selecting the appropriate photography package and (if required) additional items.

3. COPYRIGHT

It is our policy to give full Copyright Ownership to our customers (you / the recipient) to allow you to reprint, enlarge, copy and publish any Photography prepared by Keylight Photography. Keylight reserves the right to use any material for advertising purposes. A Copyright Ownership Certificate will be given, upon completion of all work.

4. REQUESTED PHOTOGRAPHS

The Photographer cannot be held responsible for lack of coverage caused by any member of the photo 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 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 upon receipt of full payment of your Service Package. You (the customer) are licensed to use your Photographs in any way you see appropriate, in agreement that you are the holder of the Copyright Ownership Certificate. Keylight Photography will not be responsible for any such uses.

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 £100 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 14 days before the service 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. All cancellations must be made in writing. Should you wish to cancel your booking; If the Agreed Booking date is more than 6 months away (6 months and 1 day inclusive) a fee of £350 or the remaining balance of the booking (whichever is the least) must be paid upon receipt of cancellation. If the Agreed Booking date is less than 6 months away from receipt of cancellation, full payment is required to the total balance of your Service Package, minus any deposits previously paid.

11. EXPENSES

The Photographer is liable for any expenses incurred during your service, unless otherwise stated, which are directly affective to his own travel / materials and refreshments etc. Keylight Photography calculates the 'total balance due' to include such expenses and therefore additional costs are usually not required.

12. REJECTION

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

13. ELECTRONIC STORAGE

Photographs prepared by Keylight Photography can be stored in any media format you so wish, in line with section 3 of this Terms and Conditions notice. Various formats are available on request and usually include DVD / CD-Rom media.

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.