



Pet Photography Terms & Conditions

Terms & Conditions

1. **Exclusive Photographer.** The Photographer shall be the exclusive photographer retained by the Client for the purpose of the photo shoot. Family and friends of the Client shall be permitted to photograph as long as they shall not interfere with the Photographer's duties.
2. **Deposit and Payment.** The Client shall make a deposit to retain the Photographer to perform the services specified herein. At such time as this order is completed, the deposit shall be applied to reduce the total cost and the Client shall pay the balance due. The balance shall be paid in full during or before the event for the service to be provided.
3. **Cancellation.** If the Client shall cancel this Agreement ninety (90) or more calendar days before the event date, any deposit paid to the Photographer shall be refunded in full. If the Client shall cancel within ninety (90) days of the event date and if the Photographer does not obtain another assignment for that date, liquidated damages shall be charged in a reasonable amount not to exceed the deposit. A £50 cancellation fee shall be applied if the Client cancels within thirty (30) days of the event date.
4. **Copyright and Reproductions.** The Photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. The Photographer shall only make reproductions for the Client or for the Photographer's portfolio, samples, self-promotions, entry in photographic contests or art exhibitions, editorial use, for sale as printed goods, on website or as stock images, or for display within or on the outside of the Photographer's studio.
5. **Client's Usage.** The Client is obtaining images for personal use only, and shall not sell said images. If the Client uses the images in connection with newspapers, social media or any other unpaid promotion, the Photographer authorizes the Client to reproduce the images in this manner. In such an event, the Client shall run a credit for the Photographer adjacent to the photograph.
6. **Failure to Perform.** If the Photographer cannot perform this Agreement due to unfavourable weather, a fire or other casualty, strike, act of God, or other cause beyond the control of the parties, or due to the photographer's illness, then the Photographer shall offer an alternative date or return the deposit 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, lost in the mail, or otherwise lost or damaged without fault on the part of the Photographer. In the event 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 Client's order.
7. **Photographer.** The Photographer may substitute another photographer to take the photographs in the event of the Photographer's illness or of scheduling conflicts. In the event of such substitution, the Photographer warrants that the photographer taking the photographs shall be a competent professional.

8. **Inherent Qualities.** The Client is aware that colour dyes in photography may fade or discolour over time due to the inherent qualities of dyes as well as DVD or CD media which may deteriorate due to delamination and oxidation, and the Client releases the Photographer from any liability for any claims whatsoever based upon the deterioration due to such inherent qualities.
9. **Photographer's Standard Price List.** The charges in this Agreement are based on the Photographer's Standard Price List. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.
10. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.