

Terms and Conditions for ALL Photoshoot Bookings

Thank you for taking an interest in Jo Sutherst Photography. Please read these Terms and Conditions carefully. If you have any questions or concerns, please email josutherstphotography@outlook.com and we will be happy to respond to these.

Booking Fee

A booking fee of 25% secures the time and services of Jo Sutherst Photography for the session and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. All cancellations must be in writing.

Payments

The required booking fee must be paid at the time of booking. No reservation is confirmed until the booking fee is received.

The remaining balance needs to be paid on the day of your shoot.

Where applicable payment for additional pictures / packages is to be made when they are ordered - payment plans may be possible at the sole discretion of Jo Sutherst Photography. In the event you change your order after the order has been confirmed by us, there will be a £20 admin charge to be paid before pictures are delivered.

Display

Jo Sutherst Photography may display any photographs included in the contract on any Jo Sutherst Photography website, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows.

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 Jo Sutherst Photography in writing. Any breaking of seals in the viewing album will presume a breach of copyright. If you are provided with a Print Release this is to enable you to print the pictures for your own use only and not for commercial purposes.

Licence

Jo Sutherst Photography shall be granted artistic license in relation to the poses photographed and the locations used. The photographer's judgment regarding the locations/poses and number of images taken shall be deemed correct. Due to the unreliability of the weather and the willingness of subjects it may not be possible to capture all the images requested. 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.

Images

All image sizes are nominal. The photographer 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 on film the exact colour as seen by the human eye.

Retouching

Retouching, digital manipulation and artist finishing is available to the client as an optional extra, unless specified in the package available.

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. Neither party shall be liable for indirect or consequential loss.

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.

Cancellation

The Client may cancel this contract at any time by giving written notice to Jo Sutherst Photography in writing, but in doing so shall forfeit any monies paid. Should cancellation be received by the photographer less than 1 week prior to the date of the photo shoot, the client shall in addition pay a sum equal to 25% of the contract value. The said sum shall be payable as compensation as an estimate of the loss the photographer would suffer.

Complaints

Any complaints should be raised by the client with the photographer, in writing, within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.