

Contract of Hire

You are entering into this agreement below if you book me (Ashley Barnard) for any and all photographic shoots by paying the initial deposit, once you have made the deposit you have legally entered into this agreement.

TRAVEL EXPENSES: All travel expenses are based on the distance between the event location(s) and the company studio address. For all event(S), the first 90 miles round trip of travel are included. All miles in excess of 90 miles round trip are charged at £0.40per mile.

RESPONSIBILITIES:I (Ashley Barnard) is not responsible for compromised coverage due to causes beyond the control of my self-including but not limited to obtrusive guests, lateness of the client or guests, weather conditions, schedule complications, incorrect addresses provided to the company, rendering of decorations, or restrictions of the locations. I (Ashley Barnard) is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the photo coverage. I (Ashley Barnard) is not held liable for missed coverage of any part of the event(S). I (Ashley Barnard) will not be held accountable for failure to deliver images of any individuals or any objects at the event(S).

YOUR RESPONSIBILITIES TOWARDS ME: During the ceremony, wedding day I would expect to be treated with respect by you and your guests throughout the day. Any defamation, slander abuse, name calling will not be tolerated in any shape or form. Any negative or unfounded comments directed towards me or my business or staff during the day will be taken seriously and could result in legal action being taken against you the bride and groom as well as those responsible under the Defamation Act 2013 CHAPTER 26.

If at any time I Ashley Barnard or my staff are made to feel uncomfortable or threatened by you or your guests' actions in any way, we have the right to leave the venue without notice immediately.

VENUE AND LOCATION LIMITATIONS: I (Ashley Barnard) is limited by the rules and guidelines of the location(s) and site management. The client agrees to accept the technical results of their imposition on I (Ashley Barnard) . Negotiation with the officials for moderation of guidelines is the client's responsibility; I (Ashley Barnard) will offer technical recommendations only.

PERMITS: The client is responsible for acquiring all permits and necessary permission for all locations on which I (Ashley Barnard) will be performing services.

FILM and COPYRIGHTS: The photographs produced by me (Ashley Barnard) are protected by UK Copyright Law (all rights reserved) and may not be reproduced in any manner without my (Ashley Barnard) explicit written permission. If the client has purchased an "Image DVD" from myself (Ashley Barnard), upon final payment by the client, limited copyright ownership of the resulting images will be transferred to the client. If the client has purchased an "Image DVD" from myself (Ashley Barnard), the I (Ashley Barnard) grants the client permission to share the images on social

networking websites, with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to myself (Ashley Barnard). The client must obtain written permission from myself (Ashley Barnard) prior to publishing or selling the photographs to any third party.

YOU & YOUR GUESTS MEDIA: Under no circumstance are you or your guests permitted to photograph me Ashley Barnard or my staff with good reason and purpose. If you or your guests are seen to be photographing me Ashley Barnard or my staff you will be asked to delete the images.

MODEL RELEASE: The client hereby assigns the myself (Ashley Barnard) the irrevocable and unrestricted right to use and publish photographs of the client or in which the client may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The client releases all claim to profits that may arise from use of images.

LIMIT OF LIABILITY: In the unlikely event that myself (Ashley Barnard) is unable to perform to attend your wedding due to an injury, illness, act of God, act of terrorism, or other cause beyond the control of the myself (Ashley Barnard), I (Ashley Barnard) will make every effort to secure a replacement. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of 50% of payments received for the event(S). If a pre-wedding shoot is to be held and for any reason I (Ashley Barnard) is unable to attend then the shoot it will be rescheduled and agreed by both parties for another date so long as the pre-shoot is at least one 1 month prior to the wedding day otherwise a partial refund may be applied.

(1): In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond my (Ashley Barnard) control, including but not limited to camera, hard drive, or equipment malfunction, myself (Ashley Barnard) liability is limited to the return of all payments received for the event(S). The limit of liability for a partial loss of originals shall be a prorated amount of the exposures lost based on the percentage of total number of originals. I (Ashley Barnard) is not liable for the loss of images beyond the lesser of the final delivery of all products included in the package or one year.

(2): You the client are hiring me (Ashley Barnard) to take photographs on your behalf, of either you or another subject or setting. You are hiring me (Ashley Barnard) and my (Ashley Barnard) services based on the photographs and work seen on my website www.blackpoolphotographer.co.uk and will receive photos of a similar/same standard. If after the photo shoot has taken place and you the client are not happy or satisfied with any of the photographs taken of the shoot/event then I (Ashley Barnard) will not be held legally responsible for your decision. No money will be refunded in any circumstances should you not like the photos, and I (Ashley Barnard) will not accept any legal responsibility if you choose not to want or like the photos taken.

(3) If you are not completely satisfied with the photos received due to the weather, surroundings chosen, or human behaviour then you may have the opportunity to re-

scheduled a second shoot free of charge. This only applied to family shoots, and not weddings or pre-wedding shoots.

(4): In all cases of photos shoots other than weddings and large corporate events, you will be shown the photos at the end of the session and asked to confirm that you are happy with the photos before I Ashley Barnard leaves the venue or photographic location.

CAPTURE AND DELIVERY: I (Ashley Barnard) is not liable to deliver every image taken at the event/shoot or wedding. The determination of images delivered to the client is left to the discretion of myself (Ashley Barnard). You will only ever receive Jpeg format images and raw files will not be available unless agreed prior to the shoot. You will receive final edited images on a USB drive or DVD, images uploaded to file sharing sites may not be the final and finished edited images but there to give you the opportunity to ask for changes and amendments to the images.

PHOTOGRAPHER: In some rare cases, I may not be the photographer on the day, due to unforeseen circumstances or other commitments, if this should be the case my assistant and/or second shooter will be the main photographer. Their work and skills are on the same level as my own and are able to deliver the same standard of quality as myself.

POST PRODUCTION AND EDITING: The final post-production and editing styles, effects, and overall look of the images are left to the discretion of myself (Ashley Barnard). Additional editing to that of what has already been done will be charged at a minimum of £2.50 per image.

ENTIRE AGREEMENT: This agreement contains the entire understanding between myself (Ashley Barnard) and you the client. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

RESERVATION: A retainer fee is required to reserve the dates and times of the event(S). If the event(S) are rescheduled, postponed, or cancelled; or if there is a breach of contract by the client, the retainer fee is non-refundable and shall be liquidated damages to myself (Ashley Barnard) . The client shall also be responsible for payment for any of my (Ashley Barnard) materials charges, other loss of work for that date incurred up to time of cancellation.

EVENT SCHEDULE: The client agrees to confirm the schedule one-week prior to the event(S). Notification of any changes in schedule or location must be made in a timely manner and confirmation of receipt must be obtained from the company by the client.

SAFETY: I (Ashley Barnard) reserves the right to terminate coverage and leave the location of the event(S) if I (Ashley Barnard) experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the event(S); or in the event that the safety of myself (Ashley Barnard) is in question.

SHOOTING TIME / ADDITIONS: The client and the I (Ashley Barnard) agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time. If the client does not arrive at the appointed time for the event(S), shooting will commence at the scheduled start time and end at the scheduled end time. All additional time beyond the scheduled end time will be billed to the client.

EXPENSES INCURRED: When applicable, the client is responsible for all travel, accommodation, meal and transport costs unless provided by the client.

PAYMENT SCHEDULE: The aforementioned 50% non-refundable retainer fee is due at the time of booking. The remaining balance is payable in full prior to or on the day of the event(S). In the event the client fails to remit payment as specified, I (Ashley Barnard) shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and not attend the event(S). Returned cheques will be assessed a £45 non-sufficient funds fee. If you cancel the booking then any monies paid will not be refundable and will be used to cover the costs lost from that day's work, the costs of any assistants and second photographers booked. Cancellation less than 12 weeks before the wedding will result in the payment in full becoming due. All cancellations must be in writing.

PRICING: Services or merchandise not included in this initial contract will be sold at the current price when the order is placed. All prices are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from myself (Ashley Barnard) .

Offers, packages and Prints: If your package contains offers such as prints, photobooks and Canvas wall prints then you have a maximum of 3 months in order to claim these offers from the date the photos were taken. Failure to claim any or all of these offers included offers in any package after 3 months will forfeit your right to claim them.

Standard photobook will be created by PhotoBox limited, premium books will be either created by [Folio Albums](#) or [Graphic Studio](#). or any other professional album manufacturer. None of the packages offered come with premium wedding books these are a separate purchase.

Complaints: If you have a complaint, please follow our complaints procedure: Send the following information in writing to Ashley Barnard 27 Levens Grove, Blackpool, FY1 5PP

- Full Name
- Date of the photo shoot
- What type of photo shoot was purchased.

- Nature of the Compliant

If the nature of the compliant is of the photographs you have received, please indicate the image numbers within the compliant of the final images you have received on the USB or DVD. Please note that if you are not satisfied with the photos received then this type compliant may be covered in this contract above under Limit of Liability section 2.

Legend:

The word **client** in this document refers to you.