

THE CONTRACT

Introduction

In the following terms and conditions "The Photographer" shall mean Loken Gamble and any contractors hired on behalf of Loken Photography UK. The 'shooting date' is the day(s) chosen by the client to receive photographic production services. It does not include the day(s) post-production, such as photo editing. "The client" shall mean the individual, couple, or organisation the services are being supplied to. It is agreed that the following terms set out 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.

1. Services

The client agrees to let The Photographer prioritise the subjects of their recordings throughout the shoot, and that this may result in The Photographer refusing to capture certain subjects during the shoot. For instance, if a wedding guest and/or the client asks The Photographer for a portrait photograph to be taken of themselves, The Photographer may deny the request in service of another occurrence or subject that they deem to be of higher priority for recording at the time.

In order to avoid disputes between The Photographer and the client, a list of subject matters shall be created by the client and agreed upon by The Photographer.

By signing this, the client agrees that all venues will provide a secure location for The Photographer's belongings to be stored while on their premises.

Unless otherwise agreed, the client accepts The Photographer's creative decisions within the product(s) and/or service(s). If changes are requested by the client, they may be liable for further charges. The Photographer may use flash lighting devices while capturing images and will not be held liable for any medical injury, such as seizures, caused. It is important that the client notifies attendees that flash photography will be taking place.

The number of images provided to the client will be determined by the quantity specified within the package description and/or booking confirmation email.

Cooperation:

The parties agree to cooperate and communicate for the best possible result within the definition of this assignment. This cooperation and communication include all times before, during, and after the confirmed shoot day. The client agrees to the obtaining of shots as described in the package description. The Photographer will not be held liable for any subject matters not captured that fall outside the description given per the package description. The Photographer shall not be responsible for photographs not taken as a result of the client's failure to provide reasonable assistance or cooperation.

Arrangements:

The details of any shoot are to be agreed beforehand in writing. The client shall notify The Photographer of any changes to these details; otherwise, The Photographer cannot be held liable for delays or disruption in their delivery of the service. At certain public shooting locations, The Photographer's movements are sometimes restricted; therefore, the coverage of events may not be entirely within The Photographer's control. It is the responsibility of the client to ensure the premises chosen for a shoot, as well as the surrounding areas, have the least restrictions for photography as possible. The time period of the shoot will be agreed beforehand in writing. If the client wants The Photographer to continue shooting past the allocated time period or start before it, additional charges may be incurred. These charges will be at a minimum rate of £160 per hour per photographer.

Creative Release:

The Photographer will act in the best interest of the client and the preservation of The Photographer's creative vision. In doing so, The Photographer endeavours to capture moments as they transpire but cannot guarantee specific images or flawless coverage.

Location Access, Fees & Permits:

If the client chooses to shoot at a location that charges for access and/or issues permits for photography, the client shall be responsible for the total payment of fees and the arrangement of permits, including but not limited to entrance fees and parking.

Exclusivity:

In hiring The Photographer, the client agrees they will not have any other freelancers or companies capturing the event in the same formats. Specifically, if The Photographer is capturing photographic content, the client agrees that they will not arrange any other professional photographers at the event.

Meals:

The Photographer requires at least one hot meal to be provided for all The Photographer members on wedding day services exceeding 7 hours.

Breaks & Facilities:

The client agrees to provide bathroom facilities to The Photographer. The Photographer reserves the right to rest and refresh themselves with food, drink, and toilet facilities, provided there is no compromise to the photographic coverage agreed as part of the package.

2.Editing

The delivered images will be recoloured and adjusted using photographic software by The Photographer. By signing this contract, the client accepts the editorial stylistic decisions of The Photographer and acknowledges that only minor revisions can be made to the colour, and lighting of the photographic content upon request of the client. The Photographer recommends that the client review not only the social media content posted by The Photographer but also the website portfolio to get a better understanding of the photographic and editorial style they can expect to receive.

The Photographer agrees to make 'minor revisions' to the photographic content upon request from the client. However, the client acknowledges that changes can require further significant editing time and may therefore be subject to additional charges.

The client agrees not to post any media produced by The Photographer on social media with a filter applied, whether it be created manually or automatically by platforms like Facebook and Instagram. The client acknowledges that this would compromise the creative decisions of The Photographer.

Image Selection Process & Editing:

After the date of the shooting day and completion of services, the photos captured from the day are subject to a careful selection process by The Photographer. The Photographer reserves the right to strategically choose the ideal photos to be edited and delivered to the client. All culling and editing are under the complete control and authority of The Photographer. Details of the number of images to be supplied to the client can be found in the package description on The Photographer's website and/or on the booking confirmation email.

3. Deliverables

Delivery of Photos:

The Photographer delivers their photographs via a cloud album hosting service, Pixieset. The aforementioned products can also be delivered on a personalised USB drive or album. Deliverables and delivery times are respective to the selected package and are displayed on the product description pages across The Photographer's website and/or on the booking confirmation email. The Photographer is not responsible for the delivery times of the USB drive and album service providers.

Raw Photos:

Under no circumstances will The Photographer allow the delivery of RAW photo files to clients. All delivery of digital images will be in JPEG format.

Lost Items:

The Photographer is not liable for loss or damage to the client's products while with the courier. It is the client's responsibility to provide accurate address details. If an item is lost, The Photographer will file a claim and reorder it, but delays may occur. The Photographer is not responsible for issues arising from incorrect address information.

Photo/Data Archiving:

The Photographer may delete all source files (i.e., RAW images) one month after the delivery of the final edited products to the client. The Photographer will keep all edited photos backed up for a reasonable period following delivery. However, once the client has received the final product(s), they are responsible for downloading and/or saving the delivered data to their devices. The Photographer will not be held liable for any loss of data after the final product(s) have been delivered to the client.

Revisions & Retention of Footage and Imagery:

The client acknowledges that The Photographer does not revise edits to photographic content. The Photographer provides one minor revision* to photographic products as part of the service paid for. Further revisions may incur additional charges at the discretion of The Photographer. *The Photographer determines what constitutes a minor revision.

The Photographer retains the right to erase all of the client's photographic editing files upon handover of the final product(s) and/or services once the client has confirmed they require no further revisions or refuses to pay for additional revisions. The Photographer holds no liability for loss or damage of product(s) or service(s) once handed over to the client under these circumstances.

The Photographer strongly recommends that the client keep copies of all images as masters for making further copies. The Photographer will endeavour to keep copies of the client's finished images; however, The Photographer will not be held responsible if their copy becomes inoperable. The responsibility of archiving images lies solely with the client. The Photographer accepts no liability for loss or damage to the client's personal property provided for the production.

4. Copyright

The Photographer retains copyright in the photographs and hereby grants the client unlimited but non-exclusive rights to use or reproduce the photographs for which the client pays.

Unless otherwise agreed in writing, The Photographer retains copyright in all Original Material they produce. Original Material includes images, graphics, and any other design or artwork commissioned by the client in relation to the services and products paid for. The client must ensure that permission is sought for the inclusion of any copyright material they supply to The Photographer to enable the delivery of the product(s) or service(s). The client must also ensure that permission is sought for the inclusion of any performers, locations, and trademarks. The Photographer retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in writing.

5. *Payment*

Bank transfer via invoice is the preferred method of payment.

The Photographer shall issue a confirmation email with a deposit invoice for the products or services provided or to be provided, along with the payment terms. A booking can be reserved for up to 1 week without payment; however, if payment is not received within this period, the booking may be forfeited. The booking is confirmed only upon receipt of a deposit fee of 50% of the total cost, with full acceptance of the terms and conditions. Of this deposit, 25% of the total invoice amount is non-refundable. The deposit fee will be deducted from the final balance, which is due upon delivery of digital files, unless otherwise stipulated.

If the client wishes to add products or services to their booking before the shooting date, they must coordinate with The Photographer to see if new arrangements can be made. The Photographer reserves the right to decline additional services if they compromise the quality of the agreed-upon services/products or other existing commitments. Any approved additions will result in a corresponding increase in the final payment due, and The Photographer may request up to 50% of the cost of these additional services in advance.

The Photographer will issue the remaining invoice after delivering all digital content to the client, who has 10 days to pay the remaining balance from the date they receive the digital files. The Photographer will notify the client when their photos and/or digital files are ready to be sent.

6. *Cancellations & Rescheduling*

Client-Initiated Cancellation:

The client may cancel at any time by providing written notice. For cancellations made 30 days or more before the scheduled shooting date, the client will receive a refund of the deposit, (minus the non-refundable 25%). For cancellations made less than 30 days before the scheduled shooting date, the entire deposit will be forfeited.

Rescheduling:

Clients may request to reschedule by contacting The Photographer. Rescheduling is subject to availability and must be confirmed in writing. The deposit will be applied to the new date if The Photographer is available.

Extreme Circumstances:

The Photographer may consider refunds or rescheduling without penalty in cases of extreme circumstances (e.g., medical emergencies, natural disasters). Such decisions are at the sole discretion of The Photographer and will be handled with empathy and understanding.

7. Unanticipated Situations & Contingency Plans

This section details the protocols and options available for handling unexpected situations during the performance of photography services, particularly for events that cannot be rescheduled, such as weddings.

1. Technical Failures on the Job:

In the event of equipment malfunction or other technical failures while on the job, the photographer will attempt to use backup equipment. If critical moments are missed and the event cannot be rescheduled—such as a wedding—the photographer will offer a partial refund and/or provide additional compensation through extended coverage or other agreed-upon services.

2. Health and Safety Concerns During the Job:

If the photographer becomes suddenly unwell or experiences an injury while on the job, or if unforeseen safety hazards arise, the photographer will prioritize safety and may need to halt the session. For non-repeatable events, the photographer will endeavor to arrange for a qualified substitute. If no substitute is available, a partial or full refund will be provided depending on the extent of coverage completed.

3. Transportation Issues on the Way to the Job:

Should transportation issues such as accidents or breakdowns prevent the photographer from arriving on time, the client will be promptly informed. If critical moments are missed at an event that cannot be rescheduled, a partial refund may be provided, or arrangements for capturing additional moments may be made.

4. Weather Conditions:

In weather conditions that could damage the photographer's equipment, the photographer will prioritize equipment safety, potentially missing some photographic opportunities. The photographer will not be held liable for missed photos under such circumstances. For events like weddings, alternative indoor options or adjusted schedules will be discussed beforehand to ensure key moments are captured.

5. Venue Problems on the Day of the Job:

If venue issues arise, such as closures or restrictions, the photographer will assist in finding alternative arrangements. If no alternative is available and it impacts a non-repeatable event, a partial refund or credit may be provided based on the disruption's severity.

6. Legal or Regulatory Issues Impacting the Job:

If new laws or public health orders prevent the event from occurring, the client and photographer will discuss rescheduling. If rescheduling is impossible, a full refund, including the deposit, will be issued.

7. Unforeseen Client Issues on the Day of the Job:

Should unexpected client issues arise, such as emergencies, the photographer will document as much as possible. For non-repeatable events, a partial refund may be offered depending on the impact on the planned coverage.

8. Acts of Violence or Terrorism During the Job:

In the event of violence, threats, or terrorist activities, the photographer will prioritize safety. For non-repeatable events, if coverage cannot continue, a full refund will be provided, including all deposits.

9. Loss or Theft of Equipment During the Job:

If essential equipment is lost or stolen during the event, the photographer will notify the client immediately. The session may continue with available equipment or be curtailed. For non-repeatable events, a partial or full refund will be offered based on the circumstances.

10. Vendor Issues Affecting the Job:

If issues with other vendors disrupt the session, the photographer will adapt as needed. For non-repeatable events, the focus will remain on capturing key moments, and a partial refund may be provided if disruptions significantly impact coverage.

Substitution

In the highly unlikely event that the photographer cannot fulfill their responsibilities due to illness, death, fire, or other unforeseen circumstances beyond their control, the following options are available:

1. Substitute Professional Photographer: The photographer will arrange for a substitute professional photographer, which is especially critical for non-repeatable events like weddings.

2. Adjustment of Services or Fee: An adjustment to the scope of services or the fee will be offered based on the client's preference.

If the client does not accept the substitution, they may choose to terminate the agreement. In such cases, all payments made by the client, including the full 50% deposit, will be refunded.

This comprehensive policy ensures clear communication and fair handling of unanticipated situations, offering protections and options for both the photographer and client.

9. Confidentiality and Legislations

Confidentiality:

Unless otherwise agreed, the photographer will treat any information gained during the provision of photography services as private and confidential. Similarly, the client shall keep confidential any methods and technology used by the photographer to deliver these services.

Safeguarding & Privacy Guidelines:

To ensure the safety and well-being of children and vulnerable individuals, their images will be handled with the highest level of care and sensitivity. Clients can specify if they wish for certain individuals' images to be excluded from social media or selected for advertising purposes. Our approach is rooted in empathy and respect, aiming to create a safe and inclusive environment for all involved.

Data Protection & Model Release:

The client must secure all necessary permissions from individuals and locations that may be photographed as part of the photographer's services, ensuring compliance with data protection laws.

The photographer reserves the right to use photographs from the finished work and raw images for publicity and advertising on the photographer's website, social media, brochures, and other promotional materials. For event-based projects, the client must inform attendees that they may be photographed and that attendance implies consent to being captured.

Promotional Use of Behind-the-Scenes Content:

The photographer reserves the right to share behind-the-scenes content, including photographs and reels, on Instagram and other social media platforms for promotional purposes. The client agrees that such content may include images or footage from the event, provided it respects individual privacy. If there are specific individuals or moments the client wishes to exclude from promotional use, they should notify the photographer in advance.

10. Religious Beliefs & Accommodation

The photographer is committed to providing professional services to all clients while also respecting their own personal religious beliefs. As a Christian, the photographer reserves the right to decline assignments that directly conflict with their faith, as long as such a decision complies with applicable anti-discrimination laws.

Scope and Limitations:

1. Respect for Religious Observances:

The photographer observes Christian religious practices and holidays. Therefore, the photographer may not be available for assignments on specific religious holidays or Sundays, depending on personal observance.

2. Content and Subject Matter:

The photographer reserves the right to decline requests for content or subject matter that contradicts their Christian values, such as but not limited to:

- Graphic or Explicit Imagery: The photographer will not create or distribute photographs that are sexually explicit, violent, or otherwise deemed inappropriate based on Christian values.

- Events or Themes: The photographer may decline to participate in events or shoots that promote activities or themes in direct contradiction with their faith.

3. Respect and Non-Discrimination:

The photographer is committed to treating all clients with respect and professionalism, regardless of their own beliefs, backgrounds, or lifestyles. This clause is intended to protect the photographer's religious expression without imposing on the rights or dignity of others. The photographer's decision to decline services will be made respectfully and in compliance with all applicable laws.

4. Client Notification:

If an issue arises due to the photographer's religious beliefs, the client will be notified promptly, and alternative arrangements, such as referrals to other photographers, will be offered when possible.

11. Damage to Customer Property & Liability

Liability and Client Property:

While every care is taken in the handling of the client's property, the photographer accepts no responsibility whatsoever for any loss or damage, however caused, or any other loss due to unforeseen circumstances while the client's property is in their custody. Liability for such loss or damage will be limited to the replacement cost of the materials or media (the photographs), and in no circumstances will any liability attach to any claim for the value of the content or consequential damages.

This includes, but is not limited to:

1. Digital File Corruption or Loss:

In the event of corruption or loss of digital files, the photographer's liability will be limited to the refund of the fees paid for the specific service related to the lost or damaged files. The photographer will not be held responsible for any consequential damages, including the inability to recreate the event.

2. Physical Prints and Products:

The photographer cannot be held responsible for damages caused during the shipping process or by third-party vendors. Liability will be limited to the replacement or reprinting of the damaged items.

3. Client's Personal Property:

The photographer is not responsible for any loss or damage to the client's personal property brought to the photoshoot location. Clients are advised to keep personal belongings secure and under their control.

4. Third-Party Actions:

The photographer is not liable for damages caused by third parties, including but not limited to, venue staff, guests, or other vendors. Any damages or issues arising from third-party actions will be the responsibility of the client.

5. Force Majeure:

The photographer will not be liable for any failure to perform services due to unforeseen events beyond their control, such as natural disasters, government actions, or other emergencies. In such cases, efforts will be made to reschedule the services, and if rescheduling is not possible, a refund may be provided at the photographer's discretion.

6. Client's Image and Likeness:

The photographer is not responsible for any perceived damages or dissatisfaction related to the client's likeness in the final images. Clients should communicate any specific preferences or concerns before the shoot.

7. **Storage and Archiving:

The photographer is not liable for the long-term storage or archiving of digital files once delivered to the client. Clients are responsible for backing up and protecting their digital files after delivery.

12. Agreement

By signing below, the client agrees they have read this document fully and understand the terms of the contract. The client also accepts that this contract becomes effective immediately. Clients acknowledge and accept The Photographer's artistic choices both during capturing images and in editing. In the creation of the final product for Clients, The Photographer reserves the right to artistic choices that fall within the boundaries of agreed-upon services and terms.

Harassment:

The Photographer will not tolerate any form of harassment from Clients, those associated with Clients, persons representing Clients' guests, vendors, and/or any other persons present before, during, or after the Clients' shooting date.

If The Photographer and/or hired contractors feel uncomfortable or threatened due to verbal, physical, or sexual harassment of any kind at the client's shoot, The Photographer will discuss the situation with the client. If the situation is not resolved, The Photographer reserves the right to withdraw from photographing the client's shoot and will not be held liable for reimbursement of any monies paid.

Breach:

In the event that any breach of this agreement occurs by the client, The Photographer shall be entitled to terminate the agreement and retain the deposit and any other monies paid by the client hereunder.

Applicable Law

This agreement shall be governed in accordance with the laws of England and Wales.

Client 'A' Name & Signature	Client 'B' Name & Signature	Service Provider Name & Signature	Extra Service Provider Name & Signature
Date:	Date:	Date:	Date: