CLARE Jones PHOTOGRAPHY

Booking Form

Thank you for choosing Clare Jones Photography!

Please complete the information requested below and return the completed booking form to me via scan email to clare@clarejonesphotography.com or via post to Clare Jones Photography, Poppies, 27 Carlton Road, Headley Down, Hampshire, GU35 8JW.

Please ensure payment of a deposit for 50% of the estimate is made in accordance with the details on the booking estimate in order to secure your booking.

Once in receipt of both the booking form, and the payment, I will confirm the booking via email to the address provided by you below.

Client (Individual)

Name _____

Address _____

_____

_____ Postcode _____

Home phone _____

Work Phone _____

Mobile _____

Email address _____

Twitter @ _____

Client (Business)

Name _____

Address_____

_____

_____ Postcode _____

Authorised Signatory_____

Work Phone _____

Mobile _____

Email address _____

Twitter @ _____

Website www._____

Property address /Location for photo shoot _____

_____ Postcode _____

Please ensure you have checked with Clare Jones for availability, however if you have not done so, please provide three preferred dates below.

Date of photoshoot (DD/MM/YYYY) _____ / _____ / _____

Time of photoshoot _____

Client Brief (Purpose of the photoshoot / intended use of images)

_____

_____

_____

Driving directions/parking arrangements on site

_____

Extra information i.e. Access details, Representative meeting me on site

_____

_____

_____

Should you wish reschedule or cancel your booking, or make any amendments to the above information, this must be done in writing to clare@clarejonesphotography.com

I have read and understand this booking form and the terms and conditions. I understand that the terms of this agreement cannot be changed unless agreed by both parties in writing.

Signed _____ **Date** _____

Clare Jones Photography
08/12/ 2020

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Terms and conditions

1. Terms and Definitions

For the purpose of this agreement:

(a) "THE CLIENT" is the party commissioning the Photographer, and shall where the context so admits include any respective assignees, sub-licensees and successor in title.
(b) "THE PHOTOGRAPHER" known as Clare Jones or Clare Jones Photography will be the Author of the Photograph. And shall where the context so admits include their respective assignees, sub-licensees and successor in title.
(c) "PRODUCT" means the place, property (real estate or intellectual property), product of person (s) that is the subject of the booking.
(d) "PHOTOGRAPHS" means all photographic material furnished by the Photographer, whether transparencies, negatives, prints, digital files or any other type of physical or electronic material in existence now or yet to be developed.
(e) "LICENSE" means the terms under which Photographs can be used and reproduced by the Client, as defined in a License to Use.
(f) All contracts verbal or written are only accepted on the basis that the Terms and Conditions of the Photographer are the only ones applicable.
(g) Other Terms and Conditions tendered by the Client are specifically excluded unless agreed in writing beforehand by the Photographer.
(h) When a Client's policy is not to rely on email confirmations, hardcopy paperwork must be supplied. If none is provided, then the email traffic will constitute a contract in law.

2. Variation of terms

(a) These Terms and Conditions shall not be varied except by agreement in writing.

3. Client confidentiality

(a) The Photographer will keep confidential and will not disclose to any third parties or make use of 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.

4. Booking and Cancellation

Once a booking form is received by The Photographer, together with a deposit sum of 50% of the agreed estimate, confirmation will be sent by email. At this point, the booking is considered confirmed.

(a) Once a booking is confirmed, the Photographer will not accept any bookings from other Clients for those times on that date (s)
(a) If the Photographer is forced to cancel this booking for reasons beyond their control (e.g. injury, sickness etc.), liability shall be limited to a full refund of all monies paid to date.
(b) If the Client cancels or reschedules the booking more than 14 days prior to the booking, the client will be charged for any expenses already incurred by the Photographer in making arrangements to complete the booking.
(c) If the Client cancels or reschedules the booking within 14 days of the booking day, the Photographer has the right to retain the deposit sum and the client will be charged for any expenses already incurred by the Photographer in making arrangements to complete the booking.
(d) Occasionally, adverse weather conditions may prevent the photographing of all or part of a Product. In this instance, the Photographer will make arrangements to reschedule the booking, or return to complete the booking at a mutually convenient time.

5. Payment Terms

(a) The Client shall pay a deposit sum of 50% of the agreed estimate as outlined on the initial invoice, due upon completion of the booking form and required to confirm the booking.
(b) The Client shall make payment of the outstanding balance within 28 days of the issue of the relevant invoice. A License of Use will not be issued until full payment has been received by cleared funds.
(c) If the invoice is not paid in full within 28 days, the Photographer reserves the right to charge late payment charges and interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

6. Expenses

(a) Where extra expenses or time are incurred by the Photographer as a result of alterations to the original brief by the Client, or otherwise at their request, the Client shall give approval to and be liable to pay such extra expenses or fees at the Photographers normal rate in addition to the expenses as having been agreed or estimated.

7. Copyright & Ownership

(a) The Title and entire copyright to the Photographs is retained by the Photographer at all times throughout the world.
(b) Any Photographs or copies of Photographs whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such Photographs are protected by the Copyright, Designs and Patents Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means a Photograph created as part of this contract without the permission of the Photographer in writing.
(c) The Photographer supplies the technical and artistic ability to illustrate an idea photographically, and sells the right to reproduce those Photographs in a given context. No property or copyright in any Photographs shall pass to the Client whether on its submission or on the Photographers grant of reproduction rights in respect thereof.
(d)

Signed _____ **Date** _____

Clare Jones Photography
08/12/ 2020

CLARE Jones PHOTOGRAPHY

8. Exclusivity

(a) Unless agreed to in writing on the License to Use and the Invoice, no exclusivity is given or implied to the Client.
(b) The Photographer retains the right in all cases to use the Photographs in any manner at any time and in any part of the world for the purposes of advertising, marketing or otherwise promoting his/her work, including photographic competitions.
(c) Exclusivity will not be unreasonably withheld but only issued on written agreement with the Photographer before work commences.
(d) Where Exclusivity is given to the Client, after the exclusivity period indicated on the Licence to Use expires, the Photographer shall be entitled to use the Photographs for any purposes.

9. Use and Reproduction:

(a) The license only applies to the Client and Product stated on the License to Use.
(b) The License to Use only comes into effect once full payment of the invoice has been made. No use may be made of the images until full and final payment (including any late payment charges levied), has been received by the Photographer.
(c) Permission in writing may be granted for Photographic use before payment, however this permission will be immediately revoked if payment of the invoice is not made by the timescale stated on the invoice;
(d) Photographs will be licensed for use for a specified period. When the License to Use has expired, the Photographs should be returned to the Photographer and a written undertaking given that all digital files have been destroyed. The Client is expected to comply with this requirement within 30 days of expiration of the License to Use. The Photographer reserves the right to make an additional charge for continued use after this period;
(e) Reproduction rights (if and when granted) are strictly limited to the use and period of time specified on The Photographer Invoice and License to Use. Permission to use the Photographs for other purposes will normally be granted upon payment of a further fee to be mutually agreed. Note: A written agreement must be reached with the Photographer before the Photographs may be used for other purposes. Where uses of Photographs are made which breach the License to Use, further charges will be made.
(f) Any reproduction rights granted are by way of license only and no partial or other assignment of copyright shall be implied.
(g) On the Client's death or bankruptcy or (if the Client is a Company) in the event of a Resolution, Petition or Order for winding-up being made against it, or if a Receiver or an administration is appointed, any license granted shall immediately cease.
(h) Reproduction rights granted are personal to the Client and may not be assigned, nor may any Photograph submitted to the Client be loaned or transferred to third parties save for the purpose of the exercise by the Client of such reproduction rights.

10. Right to a Credit

(a) The Photographer asserts their statutory right to be identified as the author of their work as set out in Sections 77-79 of the Copyright, Designs and Patents Act 1998 or any amendment or re-enactment thereof.

11. Liability and Indemnity

(a) The Client must satisfy himself that all necessary rights, model releases, clearances or consents which may be required for reproduction, are obtained and it is acknowledged that the Photographer gives no warranty or undertaking that any such rights, model releases or consents have or will be obtained whether in relation to the use of names, people, trade marks, registered or copyright designs or works of art depicted in any material.
(b) The Photographer shall only be responsible for obtaining such clearances if this has been expressly agreed in writing before the shoot.
(c) In all other cases the Client shall indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.
(d) While the Photographer takes all reasonable care to execute this agreement, the Photographer will not be liable for any loss or damage, for any consequential loss of profit or income suffered by the Client or by any third party arising from use or reproduction of any material provided by the Photographer.
(e) The Client agrees to indemnify the Photographer in respect of any claims or damages or any costs arising in any manner from the reproduction without proper reproduction rights of any material supplied to the Client by the Photographer.

12. Rejection

(a) Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style or composition.

13. Electronic Storage

(a) Save for the purposes of production for the licensed use(s), the Photographs may not be stored or archived in any form without the written permission of the Photographer.
(b) Manipulation of the image or use of only a portion of the image may only take place with the written permission of the Photographer.
(c) Digital Data is stored by the Photographer on the understanding that the Photographer is not responsible for the future integrity of that data, or of any failure to retrieve data from the Photographer's archive.

14. Law

(a) This agreement shall be governed by the Laws of England & Wales

Signed _____ **Date** _____