

**Photographer**  
**Emilia Moisio**  
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**weddingphotographybyemilia.com**

## **TERMS AND CONDITIONS**

The services are covered by the following Terms and Conditions.

### **1. DEFINITIONS**

For the purposes of these Terms and Conditions the "Client" is the party commissioning the "Photographer". The "Client" in the context of wedding photography assignments shall mean both parties of the marrying couple and in the context of other assignments the commissioning person(s) and/or business(es) and their respective assignees, sub-licensees and successors in title. The "Photographer" shall mean Emilia Moisio trading as Photographer Emilia Moisio and providing a wedding photography service branded as Wedding Photography by Emilia.

"Photographs" means all digital and physical photographic material furnished by the Photographer.

"Event" means the particular happening or sequence of happenings taking place at the specific date(s), timeframe and location(s) that the Photographer and the Client have agreed in advance that the Photographer shall attend for the purposes of producing Photographs.

"Fees" means Photographer's fees as set out in the information provided by the Photographer.

"Expenses" means any costs necessary to produce the Photographs aside from Fees.

"Usage Licence" is the licence granting specific rights to the Photographs.

### **2. COPYRIGHT, OWNERSHIP OF MATERIALS, USAGE AND DISPLAY**

The Copyright Designs and Patents Acts assign the copyright and intellectual property rights of the Photographs to the Photographer. The entire copyright and intellectual property rights in the Photographs and all other digital materials supplied to the Client by the Photographer is retained by the Photographer at all times throughout the world. All digital files remain the property of the Photographer. Title to all goods remains the property of the Photographer until paid for in full by the Client.

The set of the final Photographs chosen by the Client will be delivered as edited digital files. The Photographer grants the Client a "Usage Licence" to store, copy, distribute, reproduce and publish these final, purchased Photographs for personal, non-commercial use only, subject to no commercial or financial gain. The "Usage Licence" only applies to the Client and its benefit shall not be assigned to any third party without the Photographer's permission. The Photographer's permission must be obtained before any use of the Photographs for other purposes. Permission to use the Photographs for purposes outside the terms of the "Usage Licence" will normally be

granted upon payment of a further Fee, which must be mutually agreed (and paid in full) before such further use. Any unauthorised use of the Photographs, beyond the usage constraints agreed with the Photographer, will be subject to enforcement of further usage Fees.

No use may be made of the Photographs before the payment in full of the relevant invoice(s) without the Photographer's express permission. Any permission which may be given for prior use will automatically be revoked if full payment is not made by the due date.

The Client assigns the Photographer the unrestricted right to use any Photographs of the Client, or in which the Client or any of their guests or any part of the Event may be included, for any form of direct or indirect promotion of her work at any time and in any part of the world without any compensation to the parties involved, providing that the Photographs used are used lawfully. No use of the Photographs will be made by the Photographer for other commercial reasons, except with the written permission of the Client. However, the Photographer offers to accept the Client's request not to have any Photographs covered by these Terms and Conditions to be displayed by the Photographer. For clarity, such requests should be made by the Client in writing and a confirmation of the receipt of the request by the Photographer should be obtained by the Client.

The Photographer is willing to supply Photographs to other service providers commissioned by the Client. These other service providers commissioned by the Client may use the Photographs for their promotional purposes only with the Client's and the Photographer's permission. The Photographs must be credited to Wedding Photography by Emilia, and the service providers must email Emilia Moisio at [emilia@emiliamoisio.com](mailto:emilia@emiliamoisio.com) to arrange a "Usage Licence" for the Photographs prior to any use.

The set of the final Photographs chosen by the Client will be delivered as agreed by the Client and the Photographer either through a download link, on DVD or on a suitable USB storage device. The Client shall be solely responsible for the safekeeping, storage and backups of their images once delivered. The Photographer will endeavour to archive the Photographs produced during the Event, so that copies may be available upon later request. However, the Photographer will not offer any guarantee or accept any liability in the event that the materials are not longer available or retrievable once the set of the final Photographs chosen by the Client have been delivered. Digital media and storage devices have a limited lifespan and any storage device, including the one supplied to the Client by the Photographer for the purposes of delivering the final Photographs, cannot be guaranteed to function indefinitely. The Client is advised to make appropriate backup copies for their purposes on suitable storage devices or storage services.

The Photographer will endeavour to deliver the final Photographs as quickly as possible once the Client has agreed to the final selection of files and they have been paid for in full. However, this may take up to 3 weeks.

### **3. CREATIVE LICENSE AND COVERAGE**

The Client understands and accepts that the Photographs taken during the course of the Event will be at the discretion of the Photographer. Special requests are not binding instruction, although the Photographer will do her best to comply with any wishes stated in writing prior to the Event by the Client. The Photographer does not undertake to guarantee any specific picture nor to incorporate any specific pose, background, location, person or group arrangement. Causes such as unfavourable weather conditions and the availability and co-operation of subjects may effect which Photographs are produced. The Photographer will aim to the best of her ability to discuss any changes to the Client's requests, if needed, during the Event to reach a suitable solution in cooperation with the Client.

For a booking involving a ceremony, the Photographer's ability to take Photographs is in some cases restricted by the official(s) in charge. The time during which Photographs can be taken and/or the area from which the Photographer is able to cover the ceremony may not be the

Photographer's choice and the Photographer cannot accept responsibility for any parts of the ceremony not covered or any obstructed view should this be the case. The Photographer cannot accept responsibility for the impact on image quality should the use of artificial lighting be restricted or prohibited. The Client is strongly advised to make themselves aware of any restrictions by checking in advance with the appropriate official(s).

The Photographer is not responsible for backgrounds or lighting conditions which may negatively impact or restrict the number or quality of Photographs taken.

The Photographer shall endeavour to capture all the significant moments throughout the Event as they occur and as agreed with the Client. However, due to restrictions of the equipment used, logistical reasons and the fluid and unpredictable nature of the Event, some moments might not be recorded. The Photographer cannot be held liable for some moments not being recorded or for any Photographs that do not, for whatever reason, meet The Photographer's quality criteria and are therefore not available to be purchased by the Client.

The Client understands and accepts that the post-production and retouching of the Photographs will be at the discretion of the Photographer. The Photographer will apply a range of standard post-production techniques with the aim to produce a final set of Photographs with appearance and quality which she considers to be appropriate. Every reasonable effort will be made to comply with the Client requirements and a reasonable amount of re-adjustments can be requested by the Client. The Photographer reserves the right to refuse requests for any manipulation where, in the opinion of the Photographer, the requests are excessive. The Client accepts that due to a variety of lighting conditions and the limitations of digital sensors and other equipment, there are limitations as to what can be reasonably achieved.

Although the Photographer uses frequently serviced professional equipment, all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the Photographer will not be responsible for Photographs that are not produced or are lost due to an unexpected technical failure.

#### **4. FEES AND PAYMENTS**

The Client accepts the pricing structure stated by the Photographer on [weddingphotographybyemilia.com/information](http://weddingphotographybyemilia.com/information) and in any information or quote the Client may have received in writing before making the booking. The Client understands and accepts that it is their responsibility to choose the set of final Photographs and any additional post-production or retouching services with the understanding that once the set of final Photographs and any additional post-production or retouching services and their combined Fees have been agreed on by the Client and the Photographer, and the Photographer has invoiced the final Fee, the Client is liable to pay the invoiced Fees in full. All Fees for the Photographs, once agreed, are payable irrespective of whether their usage is appropriated or not.

No Photographs will be released until the final balance is paid in full.

The payment by the Client will be expected for the commissioned work within 30 days of the issue of the relevant invoice. If the invoice is not paid, in full, within 30 days The Photographer reserves the right to charge 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.

Advised album prices are a general guide only and subject to manufacturing cost variations which the Photographer has no control over.

The Photographer is not VAT registered and does not charge VAT on products or services.

## **5. EXPENSES**

The Client is liable to cover the Photographer's reasonable travel Expenses unless waived by the Photographer. All travel Expenses are based on the round trip distance between the Event(s) location(s) and the Photographer's business address (WV6 7SW) unless otherwise agreed.

The Photographer may request that the Client covers some travel costs in advance of the Event, for example where train or flight reservations are needed. Such Expenses need to be covered at full cost before the travel arrangements will be made and the journey(s) takes place. Terms of payment are immediate on invoices for Expenses in advance.

The Client will be liable to pay any additional Expenses incurred by the Photographer and not agreed to be waived in advance in writing. This includes for example access fees charged by some venues, dispatch of USB devices and other products to non-UK addresses and any extra Expenses incurred by the Photographer as a result of alterations to the original brief or schedule by the Client, or otherwise at the Client's request.

## **6. CANCELLATION, RESCHEDULING AND REFUNDS**

A booking is considered firm as from the date of confirmation.

It is the sole responsibility of the Client to notify the Photographer of any changes in schedule or location of the Event and to supply correct address details for the location(s). Notifications of any changes must be made in a timely manner and confirmation of receipt must be obtained from the Photographer. The Photographer does not accept liability for any failure of the Photographer to attend the Event or part(s) of the Event due to the failure of the Client to notify the Photographer of any changes in schedule or location of the Event or due to the Client supplying incorrect address details for the location(s) of the Event.

The Client may request to change the date of a confirmed booking, but it is subject to the Photographer's availability whether a rescheduling can be accommodated. No additional charges apply and changes must be confirmed in writing. The Photographer cannot take responsibility in the event that the Photographer is not available on the new date.

Where travel Expenses or other form of booking Fees prior to the Event have been agreed and paid by the Client, if the Client should have to cancel the booking, the booking Fees are non-refundable. If the Client should have to reschedule the booking, the booking Fees to cover travel Expenses are non-transferable to the new date, for example where train or flight reservations had already been made. The Photographer may request that the Client covers, in advance of the Event, also the additional travel costs incurred due to the rescheduling.

## **7. RESPONSIBILITY FOR UPDATED CONTACT DETAILS AND FINAL CONFIRMATION**

It is the sole responsibility of the Client to notify the Photographer of any changes to their contact details prior to the Event. Notifications of any changes must be made in a timely manner and confirmation of receipt must be obtained from the Photographer.

The Photographer will make several attempts to contact the Client for a final confirmation during the two weeks prior to the Event, using the contact details supplied by the Client directly to the Photographer, unless otherwise agreed. The Photographer reserves the right to consider the booking cancelled if the Client fails to respond in a reasonably timely manner to these final confirmation requests. In the event, any booking Fees are non-refundable.

## **8. LIABILITY**

The due performance of these Terms and Conditions and any agreement between the Photographer and the Client is subject to alteration or cancellation by the Photographer owing to any cause beyond the reasonable control of the Photographer, including, but not limited to, sudden illness, injury, being victim of crime, flooding, earthquake, epidemic, pandemic, act of

terrorism, act of God, any restrictive advice by authorities, the prevailing traffic or unsuitable weather conditions or if the Photographer despite making all reasonable adjustments deems it not feasible or safe to attend the Event. The Photographer will provide as much notice as reasonably possible. If reasonably possible, the Photographer will endeavour to put the Client in touch with another photographer. However it may prove difficult or impossible to find a skilled replacement photographer at short notice or at the same price.

Photographer's liability in any case, including cancellation by the Photographer, the very unlikely event of total photographic or equipment failure, the digital files being lost, stolen, or destroyed for reasons beyond the Photographer's control or unsuitable weather/light conditions, is limited to a full refund of any professional Fees paid by the Client. Photographer shall not be liable to Client for any indirect, special or consequential loss, damage, costs, expenses or other claims which arise out of or in connection with the Event.

Re-shoots may be arranged if practicable, but the Photographer will not be responsible for costs in order to stage re-shoots.

The Photographer does not accept liability or any consequential for any items of personal effects and belongings left with The Photographer for any reason. Any items left with The Photographer are left entirely at the owner's own risk.

Any directions suggested to Clients, their guests or employees for photography purposes during the Event are deemed to be at said persons' own risk should they agree to the Photographer's request. The Photographer cannot be held responsible for any personal accident, injury or death during the Event.

## **9. SAFETY OF THE PHOTOGRAPHER AND EQUIPMENT**

The Client accepts liability for the Photographer's health and safety whilst the Photographer is working in Client homes, including, but not limited to, the homes of family members. It is the responsibility of the Client to advise any other venues that they are responsible for the Photographer's health and safety and the Photographer will take all reasonable and sensible precautions whilst on the premises of other suppliers or venues.

The Photographer reserves the right to terminate the coverage of the Event and leave the location of the Event without warning if the Photographer has reason to believe that the safety of the Photographer or her equipment is in question. If the Photographer experiences inappropriate, threatening, hostile or offensive behaviour from any person(s) at the Event or has any other reason to feel unsafe, uncomfortable or assess the risk to be unacceptable, the Photographer will endeavour to inform the Client and give reasonable time for the issues to be resolved. If the issues are not resolved or further inappropriate, threatening, hostile or offensive behaviour from any person(s) at the Event takes place, the Photographer reserves the right to terminate the coverage of the Event and leave the location of the Event immediately and without further notice.

In event of the above, no refund will be issued for any payments received.

## **10. VENUE AND LOCATION LIMITATIONS AND PERMITS**

The Photographer shall only be responsible for obtaining any clearances or permits if this has been agreed before the Event in writing. In all other cases the Client is responsible for obtaining all necessary permits, permissions and clearances for all locations on which The Photographer is requested to perform photography services and the Client will indemnify the Photographer against all expenses, damages, claims and legal costs arising out of any failure to obtain such clearances.

The Photographer is limited by the rules and guidelines of the venue(s) and location(s) and the instruction by their site management. The Client agrees to accept the technical results of their

imposition on The Photographer. Negotiation with the venue and location officials for moderation of guidelines is the responsibility of the Client.

#### **11. CONFIDENTIALITY AND NON-DISCLOSURE**

It is the sole responsibility of the Client to arrange for the Photographer plus any third parties involved to enter into any confidentiality agreement and/or non-disclosure agreement if required. Photographer cannot under any circumstances be held liable for any breach of confidentiality and/or non-disclosure agreement by any third party.

#### **12. PRIVACY & DATA PROTECTION**

The Photographer may store the Client's data in a private internal database for the sole purpose of having the Client's data available for future reference solely in relation to the services and goods booked or purchased by the Client. This data will not be made available to outside companies or individuals. Should the Client wish to have their data removed from the database, a request should be made by the Client in writing and a confirmation of the receipt of the request by the Photographer should be obtained by the Client.

#### **13. COMPLAINTS**

Any complaints must be received in writing within seven (7) days of receipt of products or services purchased and a confirmation of the receipt of the request by the Photographer should be obtained by the Client.

#### **14. GOVERNING LAW**

These Terms and Conditions and any agreement made between the Photographer and the Client shall in all respects be governed by the English Law and the parties hereto submit to jurisdiction of the English courts.

#### **15. VARIATION AND VALIDITY**

These Terms and Conditions cannot be varied except by agreement in writing. In the event that any part of these Terms and Conditions or any agreement made between the Photographer and the Client is found to be invalid or unenforceable, the remainder of these Terms and Conditions and any agreement made between the Photographer and the Client shall remain valid and enforceable. Any agreement to waive one or more provisions of these Terms and Conditions or any agreement made between the Photographer and the Client or any failure by one or both parties to enforce a provision of these Terms and Conditions or any agreement made between the Photographer and the Client shall not constitute a waiver of any other portion or provision of these Terms and Conditions or any agreement made between the Photographer and the Client.

#### **16. AGREEMENT TO THE TERMS AND CONDITIONS**

By placing a booking, the Client secures the requested date and agrees to these Terms and Conditions.