



MURPHY PHOTOGRAPHIC

STANDARD TERMS & CONDITIONS

Agreement – This agreement between the undersigned Photographer (hereafter “Photographer”) and the undersigned Client (hereafter “Client”) governs the assignment described in the accompanying cost estimate, and along with the Terms & Conditions, constitutes the entire agreement between the parties concerning that assignment.

Estimates – The fees quoted by the Photographer are for the original job description as presented by the Client. Any subsequent changes, whether made verbally or in writing, may result in additional charges.

Definitions –

- **“Publicity”** use is when the Client submits photographs to an outside publication (whether print or electronic) for Editorial use and the Client is not paying for that use.
- **“Advertising”** use is when the Client (or their Client) is paying for the placement of a photograph in whatever media it appears, such as in a newspaper, magazine, billboard, or website.
- **“Internal Collateral”** use is when the photographs appear in a publication that the Client produces, such as an annual report, magazine, brochure or website, and whose audience is customers, shareholders, or the general public.
- **“Personal display”** use is when a photographic print is hung in the home or office and will not be seen by the general public.
- **“Commercial Display”** use is when a photograph is in hung in a public place.

Payment –The Client shall make payment within the following time constraints. Late payments could risk your booking with the potential loss of your deposit amount.

Booking Deposit (20% or minimum £100 - whichever is greater);

- I. Within 2 weeks for 1 year advance booking
- II. Within 4 weeks for 2 year advance booking
- III. Within 6 weeks for 3 year advance booking

Final Account Balance Paid in Full

- I. 4 Weeks Prior to your Wedding

Copyright – Grant of any Copyright Licensing will be conditioned upon receipt of payment in full. Modification/Filters/Alteration(s)/Cropping are strictly prohibited without prior consent from the Photographer.

Copyright stated as included within our quotation: **UNLIMITED PERSONAL DIGITAL USAGE WITH UNLIMITED PERSONAL PRINTING RIGHTS**

Additional Usage – If the Client wishes to make any additional uses of the photographs not covered in the agreement terms, The Client shall obtain permission from the Photographer and pay an additional fee to be agreed upon prior to dispensation of the relevant Copyright agreement.

Additional Charges – If the originally quoted remit of works changes at late notice without requesting a prior re-quote, then the following costs will be deemed as chargeable to the Client as an extra/over cost to the original quoted assignment and bound by these terms.

Hourly Rate beyond agreed timescale = charged @ £90 p/hour

Additional Mileage – Charged @ £0.75/p per mile

Accommodation – Charged @ £150 per night

Cancellations/Postponements – In the event of a cancellation of an assignment by the Client with less than 8 weeks notice, the Client shall forfeit their initial booking fee. Similarly, in the event of the cancellation with, or without notice by the Photographer, the Photographer will return the initial booking fee by the original transaction method.

In the event of a postponement by the Client, the Photographer will retain the deposit fee, notwithstanding a mutually agreed date in writing, to then be fully expended upon completion of the assignment. The Photographer reserves the right to refuse postponement, should the Photographer deem the notice period for postponing the assignment unsatisfactory. The general notice period would be a minimum of 8 weeks.

Indemnification – The Client hereby indemnifies and holds the Photographer harmless against any and all liabilities, claims, and expenses, including reasonable legal fees, arising from the Clients use of the Photographers work. The Photographer similarly indemnifies and holds the Client harmless against any and all liabilities, claims, and expenses, including reasonable legal fees, arising from the Photographers negligence.

Delivery Time – Usual working schedule for an online Wedding Gallery is 4 weeks, with the final delivery where adjustments need to be made (including prints; excluding albums and bespoke products) within 6 weeks. This would generally be improved on in most cases, but is useful as a rough guideline for delivery. Please note, Studio; Location and Pet Portraiture shoots will have a delivery of no more than 2 working weeks.

Quotation Expiration – Quotations/Estimates are valid for 30 days weeks from the date of quotation. Re-quotes renew the quotation validity period to 30 days.

Additional Photographer(s) – Quotations are priced on the sole use of the Lead Photographer. Secondary Photographers can be supplied upon request.

Weather Conditions – The Photographer will ensure to gather all images specifically noted on the day to the best of their ability and under the given circumstances. The Photographer reserves the right to refuse to capture photographs in very adverse weather conditions. The Photographer will however, make provision to address specific photographs via alternative means should there be adverse weather conditions. The Photographer will notify the Client of their intentions accordingly and in good time.