



Terms and Conditions

In the following conditions of contract “the photographer(s)” shall mean Peter Riding trading as Ashton Lamont or, subject to condition 7 below, any photographers appointed by Peter Riding. “The photographer(s)” shall also mean “the videographer(s)” and “images/photographs/prints” shall also mean “videos” where video services have been agreed. “The Client(s)” shall be those whose name appears on the contract. If the client(s) arrange for a third party to meet the costs of this contract the contract remains with the client(s). The due performance of the contract is subject to the conditions below. These cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer(s) in writing.

1. Copyright: The Copyright Designs and Patents Acts assign the copyright of the images to the photographer(s). It is therefore contrary to the Acts, and illegal, to copy, or allow to be copied, by any means photographic, by computer, or internet or otherwise, by any person or machine other than by the photographer(s) or their appointed agents. Commercial clients receive a limited copyright release by prior written agreement, please refer to the terms agreed for your specific shoot.

2. Display: The client(s) hereby allow(s) the photographer(s) to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the images used are used lawfully and without damage to the client(s). Images placed in password protected galleries within the website are not available to the general public in the normal course of events. However it is impossible to prevent determined persons from accessing these galleries

3. License, Coverage and Reproduction:

a) The Photographer(s) shall be granted artistic license in relation to the poses photographed and the locations used. The photographer(s) judgment regarding the location, poses and number of photographs taken shall be deemed correct.

b) Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with The Client(s) requirements.

c) The photographer(s) shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer(s) on the occasion of leaving somebody out.

d) For bookings at certain venues the photographer(s) movements are sometimes restricted by the official in charge. The area from which the photographer(s) is able to shoot may not be the photographer(s) choice and the photographer(s) cannot accept responsibility for any obstructed view should this be the case. The use of artificial lighting may be restricted or prohibited. The photographing of parts of the event may be restricted or prohibited. Client(s) are strongly advised to check with the appropriate official before signing this contract.

e) The photographer(s) shall endeavour to capture all the moments throughout the day as they occur. However, because of the fluid nature of events, some moments might not be recorded, or not recorded for logistical reasons.

www.ashtonlamont.co.uk

admin@ashtonlamont.co.uk

7 Chervil Way, Burghfield Common, Reading, Berkshire, RG7 3YX, UK

0118 983 4240

07760 421 398

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Payment is due in full BEFORE THE DATE OF YOUR EVENT unless otherwise agreed in writing and amounts to an additional:

£ x

You MUST allow sufficient time for cheque clearance.

Non-receipt of the full balance by the due date will be deemed cancellation of the contract by the client(s). Invoices not settled within 28 days are subject to an additional charge of 10% of the contracted price.

b) All additional goods must be paid for in full on ordering. This includes extra prints, albums, special editing and rendering of images, high resolution digital files, high resolution long term galleries, and any other services ordered after the event.

c) Title to all goods remains with Peter Riding / Ashton Lamont until paid for in full by the client(s).

6. Complaints: any complaints must be received in writing within seven days of receipt of products purchased. This includes photographs, discs, albums, frames, videos, and any other special services that have been agreed.

7. Force Majeure:

a) The due performance of the contract is subject to alteration or cancellation by the photographer(s) owing to any cause beyond their reasonable control (e.g sudden illness/injury/victim of crime, flooding).

b) The photographer(s) may contact other photographers in the event that they are not able to attend your booking due to clause 7a). However it may prove difficult or impossible to find a skilled replacement photographer who can offer the full service at short notice or at the same price.

c) In the event of cancellation by the photographer(s), or in the unlikely event of total photographic failure (although re-shoots may be arranged if practicable) – the photographer(s) will not be responsible for costs in order to stage re-shoots. The photographer(s) liability shall be limited to a full refund of any deposits and fees paid.

8. Liability for Digital Files and Products:

a) The negatives and digital files shall remain the property of the photographer(s) and shall be kept for not less than 6 months from the event date at one site.

b) Should negatives and digital files be lost, damaged or destroyed the photographer(s) liability shall be limited to a refund of fees paid, but shall not include a refund for any goods already supplied or capable of supply at a quality deemed acceptable by the photographer . No refund will be due for any negatives or digital files lost, damaged, or destroyed after 6 months from the date of the event.

c) All orders for pre-paid products should be placed with the photographer(s) before the end of a 6 month period starting at the event date unless otherwise agreed in writing. The photographer(s) will not be liable for failure to produce any orders placed after this time.

d) Any pre-paid product credits (e.g. for albums and prints) not utilized by the clients within 6 months of the date of the wedding will lapse without value unless otherwise agreed in writing. Any product supplied will be at the sole discretion of the photographer(s) and forwarded by standard Royal Mail to the last known address of the clients.

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9. Cancellation Fees: If The Client(s) should have to cancel a booking the following cancellation fees will become due immediately upon said cancellation.

- a) Cancellation more than one month to go until the event date, the non-refundable deposit – see clause 5a above.
- b) Cancellation with less than one month to go until the event date, full price for the complete service booked.
- c) Where the photographer(s) are able to rebook the date with an equivalent booking, then the cancellation fee may be reduced at the photographer(s) discretion to the non-refundable deposit only and any additional cancellation fees already paid may be refunded accordingly.

10. Placing an Order and Receipt of Goods:

- a) Any alterations to orders must be notified either by phone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the order being placed. The photographer(s) will not be held liable for any costs incurred due to alterations to the order made by the client after this time.
- b) Allow 4 weeks for delivery of orders. Where you choose to design a photo album through Ashton Lamont, or where you are to receive a video you will be notified of the estimated completion date on a case by case basis.
- c) The photographer(s) must be notified either by telephone or email and confirmed in writing (sent by Royal Mail special delivery) within three working days of the client(s) being in receipt of their order in the case of error, shortage or damage as mistakes cannot be rectified after this period.
- d) Due to the nature of the product the photographer(s) are unable to give exchanges or refunds. This does not affect your statutory rights.

11. Privacy: Peter Riding / Ashton Lamont may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing and retain your confirmation.

12. Governing Law: Any contract made between the photographer(s) and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

13. Insurance: The Client(s) are hereby advised to take out an insurance policy to cover any expenses in the event of cancellation.

14. On the day:

- a) The photographer is the only authorized photographer for the day. Other professional photographers are not permitted whether official or otherwise, working for pay or otherwise (e.g. separately employed by friends or relations, contracted by magazines or newspapers), unless agreed in writing before the day. Breach of this condition shall be deemed cancellation of the contract by the clients.
- b) The photographer is contracted to shoot all photographs relating to the event and no other person is permitted to shoot images for sale or as gifts unless agreed in writing before the day. This includes all



attendees (except for their own personal non-commercial use) and other vendors e.g. a videographer may not shoot stills other than a small quantity to illustrate the video packaging. Breach of this condition shall be deemed cancellation of the contract by the clients.

c) Video may compromise the quality and breadth of your stills photography.

d) An inconsiderate attendee can wreck the record of your event and we will speak with the client where-ever possible. Coverage may be cancelled without warning at the discretion of the photographer if the photographer feels threatened or has reason to believe that equipment may be damaged.

15. A second photographer and assistants may attend large or complex events. You will be advised of this prior to the event.

16. Peter Riding trading as Ashton Lamont holds a public liability insurance policy through Aaduki, Bridge House, Okehampton Devon EX20 1DL, Tel 01837 658880.

I have read and understood the above and agree to abide by the terms of agreement set out.

I understand that the terms of this agreement cannot be changed unless agreed by Ashton Lamont in writing. I realize that this contract becomes effective immediately and agree my deposit is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights and credit card issuer protection are not affected).

Signature:

Print Name:

Date:

Our preferred payment method is internet bank transfer. Please call for our bank Sort Code and Account Number as these cannot be put online.

Alternatively, cheques should be made payable to “**Peter Riding trading as Ashton Lamont**”
You can also pay by Credit or Debit card - please call with your card details to hand.

To be signed on behalf of
Peter Riding trading as Ashton Lamont:

Date:

You should read this contract together with the terms of the service you have ordered.

Please then sign this contract and return it with your deposit to: Ashton Lamont, 7 Chervil Way, Burghfield Common, Reading, Berkshire, RG7 3YX. You will receive a copy of it for your records.

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