

TERMS AND CONDITIONS FOR MARTIN JAMES PHOTOGRAPHY/VIDEOGRAPHY SERVICES

This Agreement (hereinafter "Agreement") constitutes a binding contract for photography/videography services and/or products. By signing this Agreement, the Clients whose details appear on page 1 of this Agreement (hereinafter collectively referred to as "Clients") agrees to pay Martin James Photography/Videography Services (hereinafter "MJPV") for the services and/or products provided by MJPV Services at the price set out on the front page of this Agreement. The following are essential terms and conditions that apply to this Agreement:

General

Any additional charges incurred will be recovered from the client and agreed in writing and an email is acceptable in advance. Our packages include travelling expenses up to 150 miles roundtrip from Central London, postcode W1J 7JY. Locations further away than this are charged at 0.75 pence per mile, after the first 150 miles, unless otherwise agreed in writing. MJPV may require accommodation where the photography/videography location is at a distance of 99 miles or greater from central London or if the shoot starts before 08:00 or overruns by an additional 2 hours.

Where it is necessary to travel to a photography/videography location the evening prior to the shoot and when it may be necessary to stay overnight (e.g. where a wedding/event runs late), 100% of the cost of accommodation shall be covered by the client. Where required, any accommodation arrangements must be confirmed with MJPV before booking to be deemed suitable. During wedding shoots where attendance is greater than 4 hours, hot food and hot beverages must be provided to all MJPV staff (with suitable seating at the venue).

Terms and Conditions are subject to change by MJPV, the client will be notified in writing prior (email is acceptable). When referring to terminologies within our brochure, 'Last Dance' strictly refers to an additional two consecutive hours coverage following the first dance. Events that consecutively run into the following day and have not been agreed prior to the event in writing, will be charged at a full day's rate per-person.

Shoot Arrangements

The details of the location shoot arrangements, the Brief, are to be agreed beforehand in writing and an email is also acceptable. The Client shall notify MJPV of any changes to these details in writing prior to the shoot taking place. MJPV cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledgment in writing is made.

Exclusivity

MJPV shall be the only photography/videography service provider retained by the client for the event identified. Family and friends of the client will be permitted to photograph/videotape the event for non-commercial purposes, provided that such person or persons do not interfere with the photographer/videographer's duties. If, in

the reasonable opinion of the assigned photographer/videographer, such person or persons are inhibiting the photographer/videographer from performing his or her duties, the client will do all things reasonably necessary to stop any further photographing/videotaping by the person interfering.

Deposit Payment

A non-refundable booking deposit of 50% as well as full acceptance of MJPV terms and conditions at the time of the booking is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by Martin James due to client cancellation. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due. Payment in full of the remaining balance will be due one calendar month before the event.

Special Promotions/Discounts

From time to time we offer special promotions and discounts to our clients in the forms of financial discounts, additional services or tangible goods. All promotions and discounts are only valid when paying 100% of the booking in advance as a single payment. The hourly rate for additional cover is £150.00 per hour with no half-hours included and this will be agreed between MJPV and the client. Any additional coverage and travel will be invoiced separately after the event and no media will be released until the account has been settled.

If the second photographer or videographer is supplied as part of a special promotion, additional site coverage such as groom coverage or venue coverage away from the lead photographer or videographer must be strictly within a two-mile radius or no more than a ten-minute drive according to Apple Maps. If the locations are further than a two-mile radius or more than a ten-minute drive according to Apple Maps, additional costs will apply.

Payment Terms

Deposit (see above) – payable on booking Martin James unless discounts have been applied.

Final balance of payment – payable 30 days prior to the agreed shoot date unless invoice is being discounted, then full amount will be required in advance.

Prints and additional services – will not be ordered/completed until payment is received in full.

MJPV have the right to not release the work, photography and/or video or any part of it unless payments, made as agreed for the contract and the final balance is paid in full. There is a £50.00 per month surcharge imposed on any outstanding balances that are not received by the requested due date.

Intellectual Property Rights (IPR) and Copyright

The Intellectual Property Rights (IPR) and copyright of all media taken will remain that of MJPV. Under our Terms and Conditions, MJPV reserves the right to use any image for publicity or advertising purposes without any compensation to the parties involved, unless otherwise agreed with the client in writing.

The copyright Designs and Patents Acts assign the copyright of the media to MJPV only. Any media or copies of media whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such media are protected by the Copyright and Design Act

1988. It is contrary to the Act, to copy or allow to be copied, photographically/electronically or by any other means, any media created as part of this contract without the permission of MJPV in writing prior to doing so.

Artistic Licence

MJPV shall automatically be granted full artistic licence in relation to images captured and locations used at. MJPV judgement regarding the locations/poses and amount of media taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects it may not be possible to capture all the media requested MJPV will not be held responsible for this.

Albums & Supplied Prints

All prints & albums paid for in advance are valid for 12 months only, the etherises is placed on the client be activity open to communication throughout the creation process. MJPV takes the utmost care while producing prints and albums, and all our products are subject to Quality Control inspections prior to dispatch. Upon receiving our product(s), the client will have seven working days to report any fault or problem due to shipping or handling to MJPV in writing. MJPV will rectify any fault free of charge during this seven-day period. Faults reported outside seven working days will be subject to costs incurred by the client.

Digital Files

Once payment has been received and post production completed, MJPV will release the chosen high-resolution media to the client via a private online website or in some cases, directly transferred via WeTransfer. Our online storage is for a limited time only and we reserve the right to remove the media after a minimum ten days from being uploaded or as soon at the client has downloaded the media. It is the responsibility of the client to download the images via the supplied download link within 14 days of receiving the link. The client shall be solely responsible for backing up the media once downloaded. Martin James will keep a back-up of all media for a minimum of five years. The client may request this media at any time, an administration charges will be incurred. We are happy to supply all RAW material coverage, this will incur a separate charge and MJPV should be notified of this prior to the event taking place.

Force Majeure, Cancellation, Change in Date, Time or Event

In case of a change in the time or date of the event more than six months from the event date, MJPV shall make reasonable efforts to accommodate the change to the client. However, if the new time or date conflicts with MJPV's existing commitments and schedule, MJPV reserves the right to terminate the Agreement. In the event of such termination, the Client will forfeit any previous non-refundable deposits

In the case of a change in the time or date of the event less than six months from the event date, MJPV shall make reasonable efforts to accommodate the change to the client. However, if the new time or date conflicts with MJPV's existing commitments and schedule, MJPV reserves the right to terminate the Agreement. In the event of

such termination, the Client will forfeit and be responsible for the full amount of the contract.

If cancellation of a job occurs less than six weeks prior to the event date, the Client will forfeit and be responsible for the full amount of the contract and all monies will be retained by MJPV less the cost of any tangible products.

In the highly unlikely event of cancellation by MJPV or unavoidable total photographic failure, MJPV liability shall be limited to a full refund of any booking fees and fees paid. Re-shoots may be arranged if practicable, but MJPV will not be responsible for any further costs. In the unlikely event of your booked photographer/videographer not being unable to attend the venue shoot due to unforeseen circumstances, we reserve the right to appoint another team member of equal skill or greater to attend the shoot on their behalf to undertake the shoot to his/her best ability.

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. Although all equipment is maintained to a professional standard, checked regularly and reasonable steps are taken to ensure backup equipment is available, MJPV will not be responsible for media that is not produced due to technical failure beyond our control. Force Majeure clauses, events outside MJPV's control, like flash floods, earthquakes, equipment failure, client participation or other disasters will not be deemed the responsibility of MJPV thus eliminating all blame and liability. You are personally booking Martin James, however if there any unforeseen circumstances that inflict me from performing my job to the fullest as a photographer, MJPV we would be happy to provide you with written notification at least 7 days in advance. All the photographers who work for MJPV are trained by myself (Martin James) to shoot in my required style. All postproduction would still be done myself as long as I'm in a physical position to do so. If the cancellation is due to unforeseen circumstances leading to me being unable to do my job to the fullest as a Photographer and falls within the 7 days MJPV are to provide a photographer that we deem to be of an equal standard or greater. If this is not possible we would Refund you 100% of the cost paid to us to which the client will agree in writing and therefore the booking ceases with immediate effect and no further legal action, for whatever reason, can be taken in reference to the photography/videography booking.

Festive Period & Holiday Surcharge

Photo shoots booked for 24/25/26th/31st December will incur a 15% increase in standard quoted costs. Bookings on Bank Holidays will incur a 10% increase in standard quoted costs.

Personal Accident

Any directions issued to clients, their guests or employees during a venue shoot are deemed to be at said persons own risk. Martin James Photography/Videography cannot be held responsible for any personal accidents during a venue shoot.

Governing Law

This agreement shall be governed in accordance with the laws of England and Wales. All figures quoted are in GB Pounds and are subject to the terms and conditions above and also subject to change without notice.