



VH Photography Terms and Conditions

Updated 01.05.2022

In the following terms & conditions “the Photographer” shall mean Victoria Horsfield trading as VH Photography. “The Client(s)” shall be those persons defined in the booking confirmation. It is mutually agreed that the following terms of agreement form an integral part of this contract and cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer in writing. By booking with the photographer you agree to the below terms and conditions.

1. Acceptance of Terms and Conditions

All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Photographer and all or any of its Clients.

2. Booking Fee / Deposit

Booking fees and deposits are non-refundable and non-transferable, and the full fee is required at the time of booking in order to reserve and secure the booking. The amount of this fee and what it includes varies dependant on the type of session and you should consult the current pricing PDFs for specifics. Deposits are not redeemable against any individual or 'a la carte' products.

Payment may be paid by credit or debit card, cheque or bank transfer. Please make cheques payable to Victoria Horsfield. Please note, if paying by cheque your booking will not be secure until the cheque has cleared.

3. Prices

Prices for prints and digital images, packages & collections are available upon request of my current price guides. Should prices change, any products ordered from your session will be chargeable as per the version of the Pricing that was released at the time of booking. There is a minimum spend of either a Package/Collection or of £195 on a-la-carte product required from each session, as stated in the pricing guides. The photographer reserves the right to choose to waive this requirement at the viewing appointment, strictly at her discretion.

4. Payments

Payment for all items ordered must be made at the time of ordering. Production of ordered items will not commence until full payment for them has been received.

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5. Delivery

When all your products are ready I will deliver your full order to your address either by hand, or if you live a long way away by a delivery service at my discretion. Any additional orders under £100 in total will need to be collected by the client, or I can arrange delivery for a reasonable fee.

6. Copyright and Ownership

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by the Photographer is owned by the Photographer.

Unless the Photographer gives written authorisation, the Client is forbidden by law to copy any images created by the Photographer and agrees that all photographic reprints, digital duplications or copies of any type made from images created by the Photographer shall only be carried out by the Photographer. The licence to reproduce such images is granted to the Client on the understanding that all invoices are paid within the Photographer's stated payment terms. Reproduction rights (if and when granted) are strictly limited to the use specified on the Photographer's invoice and/or quotation. An agreement must be reached with the Photographer before the pictures are used for a different purpose or after the licence to use has expired. The Photographer reserves the right to charge an additional fee if the photographs are used for purposes other than what is shown on the Photographer's invoice and/or quotation.

If the Client wishes to own the copyright of images created by the Photographer, an additional fee will be paid by the Client to the Photographer for transferring the copyright. This fee will be mutually agreed by both parties. The transfer of copyright will only become applicable after this payment has been made in full. All original negatives, transparencies and digital files created by the Photographer remain the property of the Photographer.

The Photographer reserves the right to make reproductions of images created during assignments for marketing, promotional, competition and editorial purposes.

7. Coverage

Photographs taken during the course of the session will be at the discretion of the Photographer, although every effort will be made to comply with the Client's requirements. Following the session the Photographer will select and edit the images to present to you. The Photographer does not guarantee a minimum quantity of images for the selection gallery. The images therein are chosen at the discretion of the Photographer and the Photographer's judgement on this shall be deemed correct. Although 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 due to technical failure.

If you have booked the photographer to photograph an occasion for you, the coverage time will be decided and paid for in advance. Full payment must be made at least 24 hours before the photographer is due to arrive at

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the venue. If you would like to extend the coverage time on the day, this will be strictly at the discretion of the photographer and no guarantees are made in advance that she will be available to extend the coverage. If coverage is extended by mutual agreement, payment for the extra time must be made before your gallery of images is delivered.

8. Creative Licence

The Photographer shall be granted creative and artistic licence in relation to the choice of locations and poses used. The Photographer's judgement on photographic style and the number of photographs taken shall be deemed correct. Some photographs may not be possible due to changes of the weather and the availability and willingness of subjects. The Photographer will do her best to honour requested photographs but does not undertake to guarantee any specific picture nor incorporate any specific background, location or arrangement.

9. Force Majeure:

In the unlikely event of total photographic failure, injury or sickness beyond the Photographer's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected. VH Photography has full Public Liability and Professional Indemnity Insurance.

10. Cancellation:

If the Photographer has to cancel the appointment for reasons beyond their control (death, injury, sickness, etc.), their liability shall be limited to a full refund of all monies paid.

11. Postponement:

Should an appointment need to be a postponed due to bad weather, illness etc, then, subject to the Photographer's availability, the session fee/deposit paid may be applied to the new appointment. If, following cancellation by the client, a new date cannot be agreed by both parties, the full deposit/booking fee will be retained by VH Photography.

12. Personal Accident:

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said person's own risk. The Photographer cannot be held responsible for any personal accidents during a photographic shoot.