



Matthew PJ Clark

PHOTOGRAPHY

Photography Terms & Conditions

Effective Date: 31/07/23

This document constitutes the terms and conditions ("Terms") between Matthew PJ Clark Photography ("Photographer," "we," "us," or "our") and the client ("Client," "you," or "your") regarding the photography services provided by Matthew PJ Clark Photography.

1. Contact Information

Matthew PJ Clark Photography
72 Godwit Road
PO4 8YD
Portsmouth
United Kingdom

2. Services Offered

Matthew PJ Clark Photography offers exceptional photography services for weddings, corporate events, and commercial purposes.

3. Payment Terms

By making the required deposit payment, you acknowledge and accept these Terms, activating the agreement between Matthew PJ Clark Photography and the Client. To secure your booking, a 50% deposit of the total agreed-upon fee is required no later than three (3) days prior to the scheduled event or photoshoot. The remaining balance is due within thirty (30) days upon delivery of the final edited images. We gladly accept payment through [accepted payment methods].

4. Cancellation and Refund Policy

We understand that plans may change, and in the event that you wish to cancel our services, a full refund of the deposit will be issued if the cancellation occurs within three (3) days of making the initial booking. Cancellations made after the three-day period will result in the retention of the deposit, which can be used as a credit towards another booking with Matthew PJ Clark Photography.

5. Late Arrivals and Session Duration

We value your time and ours. In the event of a late arrival by the Client or subjects involved in the photoshoot, the session will commence at the scheduled time, and any additional time required due to the late arrival will be billable. Depending on the situation, the session may either be extended to accommodate the delay or conclude at the originally agreed-upon time.

6. Image Rights and Copyright

Matthew PJ Clark Photography retains full ownership of all images captured and edited. However, we grant you, the Client, an extended license to utilize the images for both personal and commercial purposes. This license authorizes you to reproduce, display, and distribute the images for non-defamatory and legal activities.

7. Image Usage Restrictions

We entrust you with our images, but they remain under our creative control. The Client may not resell, sublicense, or transfer the rights to the images to any third party without the explicit written consent of Matthew PJ Clark Photography. The images provided by the Photographer shall not be used for any defamatory or illegal purposes.

8. Client Conduct

Professionalism and mutual respect are fundamental to our working relationship. The Client agrees to conduct themselves and ensure the conduct of all subjects involved in the photoshoot in a courteous and professional manner. Any behavior deemed inappropriate or harmful towards the Photographer may result in the termination of our services.

9. Delivery Timeline

We understand the importance of timely delivery. The specific delivery timeline for the final edited images will be agreed upon before the photoshoot, considering the nature of the session and your needs.

10. Technical Issues and Equipment Failure

Rest assured, we take every measure to ensure the success of your photoshoot. In the unlikely event of technical issues or equipment failure, we will promptly make alternative arrangements to fulfill the contracted services to the best of our abilities.

11. Dispute Resolution

Clear communication is key to resolving any concerns. In the event of any disputes or issues arising between Matthew PJ Clark Photography and the Client, both parties agree to engage in good-faith communication and negotiation to seek an amicable resolution.

12. Money-Back Guarantee

Your satisfaction is our top priority. Matthew PJ Clark Photography offers a money-back guarantee if you are not 100% satisfied with the images produced, subject to the following conditions:

- The images are part of the initial agreed-upon brief.
- We have made reasonable attempts to address any issues or offer reshoots.
- The guarantee does not cover travel, parking, or additional costs incurred to undertake the photoshoot.
- The guarantee is void if you have used any of the images commercially.

13. Modifications to Terms

Matthew PJ Clark Photography reserves the right to modify these Terms at any time without prior notice. Any changes will be effective from the date of posting on the Matthew PJ Clark Photography website.

By making the required deposit payment, you acknowledge that you have carefully read, understood, and unequivocally agreed to these professionally crafted Terms, thereby activating the agreement between Matthew PJ Clark Photography and the Client.