

## **Photography Services Agreement**

This Photography Services Agreement (the "Agreement") is entered into between James Bridle Photo ("Photographer") and the Client ("Client") on this [Date].

### **1. Services**

1.1 The Photographer, James Bridle Photo, agrees to provide professional photography services as agreed upon between the Parties, including but not limited to portrait sessions, event coverage, and any other photography services specified in the booking agreement.

1.2 The Client acknowledges that James Bridle Photo retains the right to use and reproduce any images taken during the provision of services for marketing, advertising, display, or other purposes, unless otherwise agreed upon in writing.

### **2. Payment**

2.1 For new clients, the Photographer may require payment of up to 50% of the total fee as a non-refundable deposit to secure James Bridle Photo's services. The deposit will be specified in the booking agreement and deducted from the total fee.

2.2 For subsequent projects, the Client agrees to pay James Bridle Photo the total fee as outlined in the booking agreement, which includes the cost of services and any additional agreed-upon expenses.

2.3 A non-refundable retainer fee of [specified amount or percentage] of the total fee is due upon booking to secure James Bridle Photo's services. The retainer fee will be deducted from the total fee, with the remaining balance payable by [specified payment method] no later than 30 days from the completion of services.

2.4 In the event of non-payment within 40 days from the completion of services, the Client shall be liable to pay a late payment fee of 45% of the original invoice total. This late payment fee will be added to the outstanding balance.

2.5 Failure to provide timely payment, including the late payment fee, may result in James Bridle Photo taking appropriate legal action to recover the outstanding amount, and the Client shall be responsible for any associated costs.

### **3. Cancellation and Rescheduling**

3.1 In the event of cancellation by the Client, James Bridle Photo must be notified in writing as soon as possible. Cancellations must be sent to the following contact information:

#### **James Bridle Photo**

**Email: [hello@JamesBridlePhoto.co.uk](mailto:hello@JamesBridlePhoto.co.uk)**

3.2 If the Client cancels the services within 72 hours of the agreed-upon date and time, the Client shall be liable to pay a cancellation fee of 45% of the total fee. James Bridle Photo will deduct this cancellation fee from any amount paid by the Client and refund the remaining balance, if applicable.

3.3 James Bridle Photo reserves the right to reschedule or cancel the provision of services due to circumstances beyond their control, such as illness, severe weather conditions, equipment failure, or any other unforeseen event. In such cases, James Bridle Photo will make reasonable efforts to provide an alternative date or offer a full refund of any amounts paid.

### **4. Image Delivery and Usage**

4.1 James Bridle Photo agrees to deliver the edited images to the Client in a timely manner, typically within [specified timeframe] from the completion of the photography session or event.

4.2 The Client acknowledges that James Bridle Photo holds the copyright and all intellectual property rights to the images. The Client may use the images for personal purposes and may also use the images to promote or sell a product if it is within the scope and purpose of the original project as agreed upon between the Parties. Any other commercial use, selling, or licensing of the images requires James Bridle Photo's prior written consent.

Please note that the commercial use, promotion, or sale of the images must align with the original project's brief and intent. For any commercial use outside the scope of the

original project, the Client must seek explicit written permission from James Bridle Photo.

#### 5. Data Protection

5.1 James Bridle Photo will take reasonable precautions to keep any personal data shared by the Client secure and confidential during the working agreement between the Client and Photographer.

5.2 The Client acknowledges that while James Bridle Photo will make efforts to ensure the security of data, no method of transmission or storage is completely secure, and James Bridle Photo cannot guarantee absolute data security.

#### 6. Limitation of Liability

6.1 James Bridle Photo will exercise reasonable care and skill in providing the services. However, James Bridle Photo shall not be held responsible for any loss, damage, or injury resulting from their services, except in cases of proven negligence or willful misconduct.

6.2 James Bridle Photo's liability shall be limited to the amount paid by the Client for the services. James Bridle Photo shall not be liable for any indirect, consequential, or special damages.

#### 7. Governing Law and Jurisdiction

7.1 These terms and conditions shall be governed by and construed in accordance with the laws of the United Kingdom.

7.2 Any dispute arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

By engaging the services of James Bridle Photo, the Client acknowledges that they have read, understood, and agreed to these terms and conditions.

**James Bridle Photo**

**Email: [hello@JamesBridlePhoto.co.uk](mailto:hello@JamesBridlePhoto.co.uk)**

**Date: [Date]**