



**“Price”**

**“Special Price”**

1.2 Each reference in this Agreement to an expression includes any similar expressions whether sent by e-mail, [text message,] fax or other means;

## 2. Information The Photographer Provides

2.1 <<insert name of business as different from name of business type, e.g. Sole Trader, Partnership, LLP, etc.>> [registered in England under number <<insert registered number>>] [whose registered address is <<insert registered address>>].

2.2 [The Photographer's VAT number <<insert VAT number>>].

2.3 [The Photographer's name(s) of regulator(s) <>].

2.4 [The Photographer's name(s) of association(s) etc.>].

2.5 [<<Insert further information>>].

## 3. The Contract

3.1 These Terms and Conditions form the basis of the Contract between you and the Photographer. The Photographer's Services are provided on the terms set out in this Agreement. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully.

3.2 Nothing provided by the Photographer, including marketing literature, constitutes a contractual offer capable of acceptance. Only the Photographer's written offer constitutes a contractual offer that, if accepted, will create a contract.

3.3 A legally binding contract will be created upon the Photographer's Order Confirmation. The Photographer's Order Confirmation will be provided in writing.

3.4 The following information is made available to you prior to the formation of the Contract with the Photographer, save for where such information is otherwise made available to you in the context of the transaction:

3.4.1 The main charges for the Photographer's Services;

3.4.2 The Photographer's contact details (as set out above in Clause 2) and contact information (as set out above in Clause 2);

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3.4.3 The total Price of the Services including taxes or, if the nature of the Services are such that the Price cannot be calculated, the method in which it will be calculated;

3.4.4 The arrangements for performance and the time by which (or within which) the Photographer undertakes to perform the Services;

3.4.5 The Photographer's cancellation policy;

3.4.6 Where applicable, the terms of any sales services and commercial guarantees;

3.4.7 The duration of the Contract, or if the Contract is of indefinite duration, the conditions for its extension, if applicable, or if the Contract is of indefinite duration, the conditions for its termination;

3.4.8 [Where applicable, the details of any insurance, including appropriate technical protection measures;]

3.4.9 [Where applicable, the compatibility of digital content with hardware and software that the Photographer is aware of or might be aware of.]

4. **Orders**

4.1 All Orders for the Services made by you will be subject to these Terms and Conditions.

4.2 When placing an Order, you will be required to provide the following details:

4.2.1 <<Insert details of the Photo Shoot>>;

4.2.2 <<Insert details of the Photo Shoot>>;

4.2.3 <<Insert details of the Photo Shoot>>;

4.2.4 <<Insert further details of the Photo Shoot>>;

4.3 You may change your Order up to <<insert time period>> prior to the date of the Photo Shoot. Please note that there may be certain circumstances in which your request for a reschedule may not be accommodated if rescheduling is requested <<insert examples>> that cannot be accommodated <<insert time period>> prior to the date of the Photo Shoot. In such circumstances, if you reschedule the Photo Shoot, a new Deposit will be required reflecting the Photographer's lost opportunity to make the Services available to other customers. Please refer to Clause 11 for further details. If your request for a reschedule is not accommodated, you may not be able to accommodate a request for a reschedule if another customer's request for a reschedule has already been made by you. [Requests to change Orders do not need to be made in writing.]

4.4 If your Order is changed, the Photographer will inform you of any change to the Price in writing.

5. **Price and Payment**

5.1 The Price of the Package that you order will be calculated based upon the Price list <<insert document, e.g. price list>> in place at the time of your Order.

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5.2 The Photographer may quote a Special Price which is different to that shown on its current <<insert document, e.g. price list>>, the Special Price is part of a special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if the offer period has expired.

, quote a Special Price which is different to that shown on its current <<insert document, e.g. price list>>, the Special Price is part of a special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if the offer period has expired.

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5.3 The Photographer's prices may change from time to time but these changes will not affect Orders that have already been placed.

any time but these changes will not affect Orders that have already been placed.

5.4 All Prices include VAT. If you place an Order and the date of the Order is after the date of the VAT that you must pay, you will have already made the payment.

changes between the date of your Order and the date of the VAT that you must pay, you will have already made the payment.

5.5 The Photographer's prices include expenses in addition to the Price, including travel, such as accommodation. No such sums will be charged to you without your express agreement.

expenses in addition to the Price, including travel, such as accommodation. No such sums will be charged to you without your express agreement.

5.6 No later than <<insert date>> you must pay a Deposit equal to <<insert percentage>>% of the Price. The due date for the payment of your Order is set out in the Order Confirmation.

No later than <<insert date>> you must pay a Deposit equal to <<insert percentage>>% of the Price. The due date for the payment of your Order is set out in the Order Confirmation.

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5.7 In certain circumstances, if your Order is cancelled, you may be entitled to a refund. Please refer to the details.

In certain circumstances, if your Order is cancelled, you may be entitled to a refund. Please refer to the details.

5.8 The balance of the Price (including any additional expenses agreed under sub-Clause 5.5) will be payable at the point at which full balance is payable before the date of the Photo Shoot, any additional expenses agreed under sub-Clause 5.5 will be invoiced separately to you before the Photo Shoot.

The balance of the Price (including any additional expenses agreed under sub-Clause 5.5) will be payable at the point at which full balance is payable before the date of the Photo Shoot, any additional expenses agreed under sub-Clause 5.5 will be invoiced separately to you before the Photo Shoot.

5.9 The Photographer accepts the following methods of payment:

The Photographer accepts the following methods of payment:

5.9.1 <<insert payment method>>

5.9.2 <<insert payment method>>

5.9.3 <<insert payment method>>

5.9.4 <<add more payment methods>>

<<insert payment method>>.

5.10 [Credit and/or debit cards are accepted at the point at which a card will be charged.]

[Credit and/or debit cards are accepted at the point at which a card will be charged.]

5.11 If you do not make payment of the Price in/on <<insert date>>, the Photographer may charge interest on the overdue sum at the rate of <<insert percentage>> per annum above the base lending rate of <<insert bank name>> on a daily basis from the due date of the overdue sum, whether or not you have made any payment due when paying any part of the Price.

If you do not make payment of the Price in/on <<insert date>>, the Photographer may charge interest on the overdue sum at the rate of <<insert percentage>> per annum above the base lending rate of <<insert bank name>> on a daily basis from the due date of the overdue sum, whether or not you have made any payment due when paying any part of the Price.

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5.12 The provisions of these Terms and Conditions will not apply if you have promptly contacted the Photographer in good faith. No interest will accrue while such negotiations are in progress.

The provisions of these Terms and Conditions will not apply if you have promptly contacted the Photographer in good faith. No interest will accrue while such negotiations are in progress.

5.13 Where any refund is made under the provisions of these Terms and Conditions (including in the event of cancellation under sub-Clause 5.7) such refunds will be made as soon as is reasonably possible and in any event within 14 Calendar Days of the date of the cancellation.

Where any refund is made under the provisions of these Terms and Conditions (including in the event of cancellation under sub-Clause 5.7) such refunds will be made as soon as is reasonably possible and in any event within 14 Calendar Days of the date of the cancellation.

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triggering event and you unless you require

payment method originally used by you.

**6. The Photographer's Services**

6.1 As required by law, with reasonable skill and care, the Photographer shall provide the <<insert type of service>> information provided in the Photographer's Services Order.

provide the Photographer's Services with best practices and standards in the industry, and in accordance with any information provided by you or the Photographer about him/herself and the subject matter of the Photo Shoot.

6.2 You will choose your Photo Shoot when placing your Photo Shoot Order, and you shall provide the Photographer with the subject matter of the Photo Shoot, no later than <<insert time period>> prior to the Photo Shoot. You shall inform the Photographer of any specific photographs you may require. [There will be an opportunity to discuss your requirements before] OR [when] you place your Photo Shoot Order.]

by the subject matter of the Photo Shoot, no later than <<insert time period>> prior to the Photo Shoot, inform the Photographer of any specific photographs you may require. [There will be an opportunity to discuss your requirements before] OR [when] you place your Photo Shoot Order.]

6.3 Subject to the specific requirements you shall state in your Photo Shoot Order, the Photographer shall endeavour to accommodate your requirements in his/her artistic judgement when selecting the subject matter, composition, lighting and other factors.

chosen Package, and any other requirements you shall state in your Photo Shoot Order, the Photographer will use his/her reasonable artistic judgement when selecting the subject matter, composition, lighting and other factors. The Photographer shall use his/her own artistic judgement when deciding upon factors such as subject matter, composition, lighting and other factors.

6.4 Subject to the nature of the Photo Shoot, the Photographer will deliver to you the final photographs taken during the Photo Shoot, in the format(s) specified in your Photo Shoot Order, and you will receive the photographs delivered to you within the time period specified in your Photo Shoot Order.

and to your express requirements, the Photographer will deliver to you the final photographs as he/she deems appropriate, in the format(s) specified in your Photo Shoot Order. When processing and preparing the final photographs, the Photographer shall use his/her own artistic judgement. The number of photographs taken during the Photo Shoot shall be the price payable and the final number of photographs delivered to you shall be as specified in your chosen Package.

6.5 The Photographer shall deliver the final photographs to you, no later than <<insert time period>> of the Photo Shoot, in <<insert format(s)>> [as detailed in your Photo Shoot Order].

photographs to you, no later than <<insert time period>> of the Photo Shoot, in <<insert format(s)>> [as detailed in your Photo Shoot Order].

**7. Copyright and Licence**

7.1 The copyright in all photographs taken during the Photo Shoot shall remain, the property of the Photographer, unless otherwise stated in writing. Subject to Clause 7.2, you shall not own the copyright in the photographs taken during the Photo Shoot. Clause 7.

by the Photographer is, and shall remain, the property of the Photographer. Subject to any written agreement to the contrary (and subject to an additional fee), you shall not own the copyright in the photographs taken during the Photo Shoot, and you shall use them only in accordance with this Clause 7.

7.2 The Licence shall be granted to you and, subject to Clause 7.1 and 7.6, shall continue in force for the life of the Photographer. The Licence shall not be transferred to the public domain and you shall not be permitted to sublicense the Licence.

the delivery of the photographs to you, the Licence shall be granted to you and, subject to Clause 7.1 (non / late payment) and Clause 7.6, shall continue in force for the life of the Photographer. The Licence shall be granted to you and, subject to Clause 7.1 (non / late payment) and Clause 7.6, shall continue in force for the life of the Photographer. The Licence shall not be transferred to the public domain and you shall not be permitted to sublicense the Licence.

7.3 You shall have the right to use the photographs for personal purposes only without the Photographer's prior written agreement.

photographs only for personal purposes. You shall not be permitted to use the photographs for commercial purposes without the Photographer's prior written agreement.

7.4 You may not sublicense the Licence without the Photographer's prior written consent.

without the Photographer's prior written consent.

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7.5 Unless you expressly agree to use the photographs for promotional material without any payment to you, provided only related to the Photographer or his/her services.

The Photographer reserves the right to use the photographs for promotional material without any payment to you, provided only related to the Photographer or his/her services.

7.6 The Licence granted to you may be revoked if you breach any of its terms.

The Licence granted to you may be revoked if you breach any of its terms.

8. **Problems with the Photographer's Services**

**Your Legal Rights**

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8.1 The Photographer will make reasonable efforts to ensure that his/her provision of the Photographer's Services is trouble-free. If, however, there is a problem with the Photographer's Services, please inform the Photographer as soon as possible.

The Photographer will make reasonable efforts to ensure that his/her provision of the Photographer's Services is trouble-free. If, however, there is a problem with the Photographer's Services, please inform the Photographer as soon as possible.

8.2 The Photographer will make reasonable efforts to remedy problems with the Photographer's Services as soon as reasonably possible and practical.

The Photographer will make reasonable efforts to remedy problems with the Photographer's Services as soon as reasonably possible and practical.

8.3 The Photographer will make reasonable efforts to remedy problems under this Clause 8 where the problem was caused by the Photographer or where nobody is at fault. If the Photographer determines that the problem has been caused by an error on your part, the Photographer may charge you a reasonable amount for the work required.

The Photographer will make reasonable efforts to remedy problems under this Clause 8 where the problem was caused by the Photographer or where nobody is at fault. If the Photographer determines that the problem has been caused by an error on your part, the Photographer may charge you a reasonable amount for the work required.

8.4 As a consumer, you have certain legal rights with respect to the purchase of goods and services. For full details of these rights, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards. If the Photographer does not perform the Photographer's Services with the skill and care, you have the right to request repeat performance if it is not possible or done within a reasonable time with a reduction in price. If the Photographer's Services are not performed in line with information that was provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time with a reduction in price, to request a refund. If the Photographer's breach does not relate to the quality of the goods, the right to a reduction in price or to request repeat performance does not apply. If the Photographer does not perform the Photographer's Services in accordance with your legal rights, the Photographer will not be liable for any and all costs of such repeat performance. Where a price reduction applies, this may be any sum up to the full price of the goods, where you have already made payment(s) to the Photographer. If you have made a payment, such refunds will be made to you within 14 Calendar Days starting from the date you are entitled to request repeat performance originally used by you or an alternative method. In addition to your legal rights relating to the Photographer's Services, you also have remedies if the Photographs are of poor quality, not fit for purpose, or not in accordance with models or samples shown (where applicable).

As a consumer, you have certain legal rights with respect to the purchase of goods and services. For full details of these rights, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards. If the Photographer does not perform the Photographer's Services with the skill and care, you have the right to request repeat performance if it is not possible or done within a reasonable time with a reduction in price. If the Photographer's Services are not performed in line with information that was provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time with a reduction in price, to request a refund. If the Photographer's breach does not relate to the quality of the goods, the right to a reduction in price or to request repeat performance does not apply. If the Photographer does not perform the Photographer's Services in accordance with your legal rights, the Photographer will not be liable for any and all costs of such repeat performance. Where a price reduction applies, this may be any sum up to the full price of the goods, where you have already made payment(s) to the Photographer. If you have made a payment, such refunds will be made to you within 14 Calendar Days starting from the date you are entitled to request repeat performance originally used by you or an alternative method. In addition to your legal rights relating to the Photographer's Services, you also have remedies if the Photographs are of poor quality, not fit for purpose, or not in accordance with models or samples shown (where applicable).

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8.5 As a consumer you have certain legal rights with respect to digital content. If the photographs (and any other digital content) produced for you under these Terms and Conditions is not what you ordered, these rights may apply to you. For full details of these rights, it is recommended that you contact your local Citizens Advice Bureau or Trading

As a consumer you have certain legal rights with respect to digital content. If the photographs (and any other digital content) produced for you under these Terms and Conditions is not what you ordered, these rights may apply to you. For full details of these rights, it is recommended that you contact your local Citizens Advice Bureau or Trading

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purpose has been met  
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digital content which  
the right to a repair  
reduction up to the  
you have already paid  
full or partial refund  
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same payment method  
alternative method.  
these Terms and  
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legal right to complete  
repair or replacement

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by you unless you request an  
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our device(s) as a result of the  
e skill and care, you also have the  
ge which may take the form of a  
ation.

9. **Photographer's Liability**

9.1 The Photographer has

insurance:

9.1.1 Public liability

of indemnity of £<<insert sum>>;

9.1.2 Professional  
sum>>.

with a limit of indemnity of £<<insert

9.2 The Photographer will  
you may suffer as a  
as a result of his/her  
employees, agents  
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contemplated by yo  
Photographer will  
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y foreseeable loss or damage that  
of these Terms and Conditions or  
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er's breach or negligence or if it is  
when the Contract is created. The  
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9.3 The Photographer  
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Services are fit for commercial,  
By making your Order, you agree  
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ny loss of profit, loss of business,  
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9.4 Nothing in these  
Photographer's lia  
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sub-contractors); or

seeks to exclude or limit the  
sonal injury caused by his/her  
otographer's employees, agents or  
isrepresentation.

9.5 Nothing in these  
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quality, fit for purpos

seeks to exclude or limit the  
the Photographer's Services with  
with information provided by the  
vices or about himself/herself, nor  
ital content that is of satisfactory

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9.6 Nothing in these Terms and Conditions shall be deemed to exclude or limit Your legal rights as a consumer. For more information on Your legal rights, please refer to Your local Citizens Advice Bureau or Citizens Advice Standards Office.

10. **Events Outside of the Photographer's Control (Force Majeure)**

10.1 The Photographer shall not be liable for any failure or delay in performing his/her obligations under these Terms and Conditions if such failure or delay results from any cause that is beyond his/her reasonable control. Such causes include, but are not limited to: power failure, industrial action by the Photographer or other civil unrest, fire, explosion, flood, storms, earthquakes (threatened or actual), acts of terrorism (threatened or actual), acts of war (threatened, actual or preparations for war), epidemic or pandemic (threatened or actual) or any other event that is beyond the Photographer's reasonable control.

10.2 If any event described in Clause 10.1 occurs that is likely to adversely affect the Photographer's performance under these Terms and Conditions, the Photographer shall:

10.2.1 The Photographer shall complete the Photo Shoot as soon as is reasonably possible;

10.2.2 The Photographer shall inform you as soon as possible that he/she is bound by these Terms and Conditions and that he/she is bound by will be suspended or extended according to the Photographer's discretion (where extension is reasonably possible);

10.2.3 The Photographer shall inform you as soon as possible when the event outside of his/her reasonable control occurs and provide any new dates, times or other details of the Photo Shoot;

10.2.4 If an event outside of the Photographer's reasonable control occurs and you wish to cancel the Photo Shoot, you may do so in accordance with Clause 11.2.6;

10.2.5 If the event outside of the Photographer's reasonable control continues for more than <<insert number of days>> or is likely to prevent the Photographer's Services on the date of the Photo Shoot, the Photo Shoot shall be cancelled in accordance with Clause 11.2.6, and you will be informed as soon as is reasonably possible, and in any event within <<insert number of calendar Days of the Photographer's reasonable control>> of the cancellation.

11. **Rescheduling and Cancellation**

11.1 You may cancel or reschedule the Photo Shoot for any reason at any time. Any and all refunds shall be made to you as soon as is reasonably possible, and in any event within <<insert number of calendar Days of the Photographer's acceptance of your cancellation>> of the Photo Shoot. In accordance with Clauses 11.2 to 11.5, the following shall apply to cancellations:

11.1.1 If you cancel the Photo Shoot (the Contract) more than <<insert number of calendar Days of the Photo Shoot, the Photographer's reasonable control>> of the Photo Shoot, the Photographer shall refund you <<insert percentage of your Deposit>>

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11.1.2 If you reschedule the Photo Shoot prior to the date of the Photo Shoot, the Photographer will retain all sums paid, in full, and such sums shall count towards the rescheduled Photo Shoot.

more than <<insert time period>> prior to the date of the Photo Shoot, the Photographer will retain all sums paid, in full, and such sums shall count towards the rescheduled Photo Shoot.

11.1.3 If you cancel the Photo Shoot less than <<insert time period>> prior to the date of the Photo Shoot, the Photographer will retain your Deposit but will refund any other sums paid to you.

the Contract) less than <<insert time period>> prior to the date of the Photo Shoot, the Photographer will retain your Deposit but will refund any other sums paid to you.

11.1.4 If you cancel the Photo Shoot less than <<insert time period>> prior to the date of the Photo Shoot, the Photographer will retain all sums paid, in full, and any outstanding sums due and payable within <<insert time period>> prior to the date of the Photo Shoot.

the Contract) less than <<insert time period>> prior to the date of the Photo Shoot, the Photographer will retain all sums paid, in full, and any outstanding sums due and payable within <<insert time period>> prior to the date of the Photo Shoot.

11.1.5 If you reschedule the Photo Shoot less than <<insert time period>> prior to the date of the original Deposit, the Photographer will retain your Deposit and will be payable for the rescheduled Photo Shoot.

less than <<insert time period>> prior to the date of the original Deposit, the Photographer will retain your Deposit and will be payable for the rescheduled Photo Shoot.

11.2 If any of the following events occur, you may cancel the Contract immediately by giving the Photographer written notice. You will be refunded to you, in full, within 14 Calendar Days of the date of cancellation:

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cancel the Contract immediately by giving the Photographer written notice. You will be refunded to you, in full, within 14 Calendar Days of the date of cancellation:

11.2.1 The Photographer has failed to remedy such breach by asking him/herself to remedy such breach within <<insert time period>> of you; or such breach will trigger the right to cancel immediately.

contract in any material way and has failed to remedy such breach within <<insert time period>> of you; or such breach will trigger the right to cancel immediately.

11.2.2 An encumbrance is placed on the Photographer or the Photographer is a company, and the encumbrance is not removed within <<insert time period>> of you;

[or, where the Photographer is a company, and the encumbrance is placed on the Photographer or the Photographer is a company, and the encumbrance is not removed within <<insert time period>> of you;

11.2.3 The Photographer becomes subject to an administration order (within the meaning of the Insolvency Act 1986)];

voluntary arrangement with his/her creditors [or, where the Photographer is a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986)];

11.2.4 The Photographer goes into liquidation (except for the purposes of the construction in such a way that the Photographer is to be bound by or assume the obligations imposed on him/her by the Contract)];

any order made against him/her [or, where the Photographer is a company, goes into liquidation (except for the purposes of the construction in such a way that the Photographer is to be bound by or assume the obligations imposed on him/her by the Contract)];

11.2.5 The Photographer ceases, to carry on business;

ceases, to carry on business;

11.2.6 The Photographer is placed under the control (as under sub-Clause 10.2.4); or

under the Photographer's Services are placed under the control (as under sub-Clause 10.2.4); or

11.2.7 The Photographer suffers a material default under the Terms and Conditions to your Photo Shoot.

Terms and Conditions to your Photo Shoot.

11.3 The Photographer may cancel the Contract for any reason at any time up to <<insert time period>> prior to the date of the Photo Shoot. If you have made any payment to the Photographer (including but not limited to the Deposit) that/those sums will be refunded to you.

cancel the Contract for any reason at any time up to <<insert time period>> prior to the date of the Photo Shoot. If you have made any payment to the Photographer (including but not limited to the Deposit) that/those sums will be refunded to you.

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11.4 If any of the following conditions occur, the Photographer may cancel the Contract immediately by giving you written notice:

Photographer may cancel the Contract

11.4.1 You fail to make payments as required under Clause 5 (this includes the right to charge interest on overdue sums under Clause 5.2).

as required under Clause 5 (this includes the right to charge interest on overdue

11.4.2 You have breached any material term of the Contract in any material way and have failed to take any reasonable steps to remedy that breach within the time period<> of the Photographer's written notice asking you to do so.

any material way and have failed to take any reasonable steps to remedy that breach within the time period<> of the Photographer

11.4.3 The Photographer's Services are not performed due to an event of force majeure as defined in sub-Clause 11.1.2.

vide the Photographer's Services are not performed due to an event of force majeure (control (for a period longer than that

11.5 If cancellation under sub-Clause 11.4.2 occurs more than <<insert time period>> prior to the Photo Shoot, the Photographer will refund all sums paid to you. If cancellation occurs on or after the Photo Shoot, the Photographer will refund all sums paid to you [and any outstanding sums paid] and payable within <<insert time period>>. If the Photographer cancels the Contract at any time under sub-Clause 11.4.3 (or Clause 11.4.2), all sums paid (including your Deposit) will be refunded. Any and all sums paid (including your Deposit) will be refunded as soon as is reasonable and practicable after the event within 14 Calendar Days of the event.

11.4.2 occurs more than <<insert time period>> prior to the Photo Shoot, the Photographer will refund all sums paid to you. If cancellation occurs on or after the Photo Shoot, the Photographer will refund all sums paid [and any outstanding sums paid] and payable within <<insert time period>>. If the Photographer cancels the Contract at any time under sub-Clause 11.4.3 (or Clause 11.4.2), all sums paid (including your Deposit) will be refunded. Any and all sums paid (including your Deposit) will be refunded as soon as is reasonable and practicable after the event within 14 Calendar Days of the event.

11.6 For the purposes of sub-Clause 11.4.2, a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the Contracting party (i.e. you under sub-Clause 11.2.1 and the Photographer under sub-Clause 11.4.2). In deciding whether or not a breach is 'material', regard will be had to whether it was caused by any accident or misunderstanding.

particular, sub-Clauses 11.2.1 and 11.4.2, a breach of the Contract is considered 'material' if it is not minimal or trivial in its consequences to the Contracting party (i.e. you under sub-Clause 11.2.1 and the Photographer under sub-Clause 11.4.2). In deciding whether or not a breach is 'material', regard will be had to whether it was caused by any accident or misunderstanding.

**12. Communication and Contact**

12.1 If you wish to contact the Photographer, you may do so by telephone at <<insert telephone number>> or by email at <<insert email address>>.

questions or complaints, you may contact the Photographer by telephone at <<insert telephone number>> or by email at <<insert email address>>.

12.2 In certain circumstances, you may cancel the Contract by cancelling an Order for the Photographer's Services (when exercising your right to cancel the Contract). When cancelling the Contract, you may use the following methods:

the Photographer in writing (when exercising your right to cancel the Contract). When cancelling the Contract, you may use the following methods:

12.2.1 Contact the Photographer at <<insert email address>>; or

at <<insert email address>>; or

12.2.2 Contact the Photographer at <<insert address>>.

<<insert address>>.

**13. Complaints and Feedback**

13.1 The Photographer values the feedback of his/her customers and, whilst the Photographer always endeavours to ensure that your experience as his/her customer is as positive one, the Photographer nevertheless wants to know if you have any cause for complaint.

his/her customers and, whilst the Photographer always endeavours to ensure that your experience as his/her customer is as positive one, the Photographer nevertheless wants to know if you have any cause for complaint.

13.2 All complaints are handled in accordance with the Photographer's complaints handling policy and procedure, which is available on <<insert location>> and <<insert contact details>>.

with the Photographer's complaints handling policy and procedure, which is available on <<insert location>> and <<insert contact details>>.

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location>> respective  
13.3 If you wish to contact  
him/her, please contact

at any aspect of your dealings with  
one of the following ways:

13.3.1 [In writing, a

ne>>, <<insert address>>];

13.3.2 [By email,  
address>>];

ert name>> at <<insert email

13.3.3 [Using the Form  
included with

ts form, following the instructions

13.3.4 [By contacting  
number>>] [a

telephone on <<insert telephone  
sert number>> when prompted.]]

14. **How The Photographer Uses Your Information (Data Protection)**

**Information (Data Protection)**

For complete details of  
retention of personal data  
personal data is used, the  
how to exercise them, and  
the Photographer's Privacy  
in Schedule <<insert numb

ection, processing, storage, and  
ted to, the purpose(s) for which  
using it, details of your rights and  
(where applicable), please refer to  
<<insert location>>] OR [attached

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15. **Other Important Terms**

15.1 You may not transfer  
and Conditions (as  
Photographer's exp

ons and rights under these Terms  
ct, as applicable) without the

15.2 The Contract is be  
benefit any other pe  
will be entitled to en

photographer. It is not intended to  
y way and no such person or party  
ese Terms and Conditions.

15.3 If any of the prov  
unlawful, invalid or  
that / those provisio  
Terms and Condition  
valid and enforceab

and Conditions are found to be  
e by any court or other authority,  
vered from the remainder of these  
ese Terms and Conditions shall be

15.4 No failure or delay  
under these Terms  
that right, and no w  
these Terms and  
subsequent breach

n exercising any of his/her rights  
that the Photographer has waived  
er of a breach of any provision of  
the Photographer will waive any  
provision.

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16. **Governing Law and Jurisdiction**

16.1 These Terms and C  
and Us (whether  
construed in accord  
[Scotland].

and the relationship between you  
se) shall be governed by, and  
ngland & Wales] [Northern Ireland]

16.2 As a consumer, yo  
your country of res  
reduces your rights

mandatory provisions of the law in  
Clause 16.1 above takes away or  
those provisions.

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16.3 Any dispute, controversy or claim arising out of or relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

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