



## TERMS OF AGREEMENT

### 1) Engagement for Photographic Services

- a) We will provide photography services in accordance with the dates provided.

### 2) Ownership and Photographic Licence

- a) We retain absolute ownership of copyright and all intellectual property rights in our work at all times.
- b) We license the client to use the images, which results from the engagement for the sole purpose as set out in the booking details.
- c) In the event that the client requires the images resulting from the engagement for any other purpose, we undertake to negotiate with them in good faith for a fair price for further usage.
- d) Photographs are licensed for the sole usage of the organisation as agreed. Should other parties wish to utilise any images taken during the engagement for their own purposes be it private or commercial, they must contact Helen Tinner Photography to negotiate terms of usage otherwise a copyright fine will be imposed.
- e) Upon committing to have your photographs taken by Helen Tinner Photography, you are agreeing with the style of work and we will not refund any monies or take responsibility due to your dissatisfaction with the style or content of the photography.
- f) All written and oral information disclosed constitutes confidential information. Confidential information means all data and information including 'Intellectual Property' and 'Marketing and Development Plans'.
- g) All photographs must be credited: Photography by Helen Tinner.
- h) No images may be used for Television, Film or any other video channels without contacting Helen Tinner Photography.

### 3) Fees and Expenses

- a) Where applicable the balance must be settled prior to the engagement. Once payment has been received your images will be processed. This may take up to 28 working days. If images are required before this time there may be an administrative charge of £100.00
- b) Principal Photographer (Helen Tinner) £680 per day, (£85 per hour).
- c) Second assistant Photographer £520 per day, (£65 per hour).
- d) Third assistant Photographer £320 per day, (£40 per hour).
- e) Post production includes altering light levels, shadows, contrast, cropping of images and add vignette effects, boosting sky lines (defined as adding blue sky and sunshine), soft focus and softening effects, exporting of images, uploading of images onto our secure online viewing gallery (£85.00 per hour)
- f) If you require further post production such as wrinkle reduction, removal of shadows under the eyes, removal of blemishes and sun spots the fee will depend upon the level of editing required. This starts from £25.00 per image.
- g) For further digital enhancing the fee will be as follows: Option 1 inclusive of all items as shown in 3(c) plus brightening of teeth £20.00 per image. Option 2 inclusive of all items in option one plus chin re-profiling £35.00 per image. Any other requirements must be provided in writing. Additional charges may be applied.
- h) Photographs will be supplied in colour unless otherwise specified at the point of booking.
- i) Our secure internet gallery allows the client to view and purchase additional photographs in a wider range of sizes and products. If not set out in the invoice there will be a fee to upload images onto this gallery which will be £30.00 to upload a maximum of 150 images. The images will remain online for 28 days. After this time, they will be removed and an additional administration charge of £30.00 will be applied to upload them again.
- j) Photographs may not be downloaded from this gallery unless set out in the invoice. Any images found to be downloaded will constitute a copyright charge.
- k) Time spent in client liaison; to include emails, telephone calls and issues of documents will start from £170.00 includes two hours of HTP administration time.
- l) The fee to hire and set up the Helen Tinner Photography studio will be £145.00. This includes a full professional lighting system, wind machine effect, and a choice of backgrounds to suit the branding specifications.
- m) The hire of a professional make-up artist to help each person create a perfect magazine look can be arranged. Please ask for further details.
- n) Our cancellation fees are as follows: Full fee will be due if less than one months' notice is given / 50% of the fee will be due if less than four months notice is given.



- o) If an engagement finishes beyond 12:00pm accommodation must be organized.
  - p) Digital images will be sent via WeTransfer.
  - q) Unless otherwise specified, each digital image will have imprinted in the corner with small text: Photography by Helen Tinner.
  - r) Prints will be sent via First Class post. The cost for post and packaging is £3.95. If a courier service or special delivery is required please notify us at the point of booking.
  - s) Individual engagement bookings are quoted at the time of enquiry. Our fees may vary with future bookings.
  - t) Additional images and products may take up to 28 working days to process from the viewing date. If you require them before this time there will be an administration fee of £30.00.
  - u) When creating albums, a draft PDF copy will be forwarded for approval. One alteration to the album is free of charge, thereafter any further changes will incur a fee of £85.00 per change.
- 1) Travel expenses.
    - a. Travel expenses for Helen Tinner will be £85.00 per hour or part thereof. The fee for technicians (as defined as those viewing and printing photographs) and photographic assistants will be £65.000 per hour or part thereof.
    - b. Fuel expenses for Helen Tinner will be calculated from the business postcode IP14 5RQ to the location postcode. For technicians and photographers these will be calculated from their business address to the destination postcode. This will be measured from the AA route planner and charged at .70p per mile.
    - c. Unless complimentary parking has been prearranged any fees incurred will be £25.00 per hour.
    - d. Toll charges will be charged for separately according to which toll is used.
    - e. For any additional travel expenses incurred during the engagement an invoice will be forwarded shortly afterwards and must be paid within 28 days.
    - f. Occasionally the services of a driver may be required. We will inform you if this service is necessary.
  - 2) Food expenses.
    - a. Unless otherwise agreed, for half day shoots (four hours or more) kindly ensure a hot meal is provided for each team member. The photographer and team will only take 15 minutes to eat and will do so when there are no photographic opportunities. If food is not provided at the engagement the fee will be £25.00 per team member and an invoice will be forwarded after the engagement.
  - 3) Services
    - a. For any additional time incurred beyond that which is specified in the booking form, an invoice for these services will be forwarded after the engagement, based upon the above hourly fees.
- 4) Location**
- a) The client is entirely responsible for all matters relating to the location and its suitability for the engagement.
  - b) If the photography entertainment service is required please ensure that during the planning stages with your venue organiser, you confirm there is enough space. For the studio set up a minimum of 3m x 3m is required. For viewing and printing of photographs only the size of a small table is needed, but ideally a trestle table is preferred. Please make sure you include these requirements into your planning as failure to do so may result in us being unable to provide our full service.
  - c) For engagements where photographs are printed immediately, the photography team must be situated in the same area as where the guests are eating or an alternative arrangement must be organised and agreed with Helen Tinner in advance.
- 5) Other**
- a) The client will be entirely responsible for any of Helen Tinner's photography equipment which is broken or damaged during the engagement.
  - b) Images will be supplied either as prints or as digital images.
  - c) If you require images to be altered after the engagement please refer to our digital retouching service (Section 3, Paragraph e).
  - d) At the engagement we may set up a small board publishing our photographic services (excludes weddings).
  - e) Whilst every care will be taken to preserve your images, the photographer cannot be responsible for any eventualities that may occur during or after the engagement. This is to include theft, assault or Acts of God.
  - f) Upon committing to have your photographs taken by Helen Tinner Photography, you are agreeing with the style of work and we will not refund any monies or take responsibility due to your dissatisfaction with the style or content of the photography.



- g) Our full product range price list is available in our shop. Please visit: [www.helentinner.com](http://www.helentinner.com)
- 6) **Weddings only**
- h) Photographs must be collected within one year of the wedding date. After this time, we cannot be held responsible for the whereabouts or any misplacement of photographs and images.
- i) Please allow enough time to take your group shots as we cannot be held accountable if time runs out and we have been unable to capture these photographs. We take approximately three to five minutes to pose and photograph each group, we therefore recommend taking the biggest group shots first (i.e. those containing five persons or more) and leaving the smaller groups to last.
- j) During the wedding Helen Tinner will concentrate mainly on taking photographs of the wedding party. If you would like an assistant photographer to capture informal and posed shots of your guests the fee will be £65.00 per hour.

Please ensure you have read these terms of agreement carefully and make sure you understand them before confirming any booking with Helen Tinner Photography. You should know that by booking any of the Services provided by Helen Tinner Photography, you agree to be bound by these terms and conditions.