



# Photoshoot Terms & Conditions

## 1. Formation of Contract

1.1 These Terms and Conditions together with the estimate of works (“Proposal”) provided by Hedgehog Studios which describe the services set out the entire agreement between Hedgehog Studios and you (the “Client”) and will apply once an appointment has been made to provide Hedgehog Studios services (the “Services”).

1.2 Before procuring the Services you should read these terms and conditions carefully. If you do not agree with them, do not use the Services.

## 2. Hedgehog Studios Scope of Work

2.1 Hedgehog Studios has been retained to provide interior styling, photography and videography only.

2.2 Hedgehog Studios will endeavour to advise the client of the predicted timescale of works as soon as is possible after the quotes have been produced. A photoshoot date will be mutually agreed by all parties.

2.3 Due to the nature of the Design business we cannot guarantee that Clients will always like our recommendations. Design and Photography can be subjective. Unfortunately, we cannot provide any refunds in this case. However, please feel free to contact Hedgehog Studios and we will be happy to discuss the design concept further with you and perhaps make further recommendations via phone/ email in special cases.

## 3. Conduct of the Shoot

3.1 During the shoot Hedgehog Studios will take account of the Client’s reasonable instructions in respect of the shoot brief.

3.2 If the Client is not present during the shoot then Hedgehog Studios interpretation of the brief shall be deemed acceptable by the Client.

## 4. Styling Mood Boards & 3D images

4.1 Hedgehog Studios is not responsible for any work undertaken, property alterations or purchases made in relation to a mood board or digital image produced for you. They are for inspirational purposes only.

4.2 Whilst we do aim to be as accurate as possible in our mood boards and digital images, we cannot guarantee styling details and accessories are 100% accurate.

## 5. Client Obligation

5.1 The Client shall ensure that the property is accessible to employees of Hedgehog Studios on the day of the photoshoot. Any fees for this are payable to the Client if required.

5.2 The client shall make Hedgehog Studios aware of any delays they may have with providing any relevant information partaking to the project and if delays are caused which stop Hedgehog Studios for fulfilling the contract, Hedgehog Studios is obliged to terminate the contract after 30 days or place a break on the contract until a later date if appropriate.

5.3 Any property/rooms that Hedgehog Studios will be styling and/or photographing will need to be professionally cleaned prior to the photoshoot commencement.

5.4 For projects set out in properties that are already occupied, Hedgehog Studios requires the below:

5.4a All clutter and personal belongings to be removed and hidden from sight

5.4b All rooms that are in the agreed photography list to be professionally cleaned

5.5 Hedgehog Studios is not liable to move any personal belongings – this will need to be done by the tenant or the landlord prior to the photoshoot.



- 5.6 If travel exceeds 2.5 hours to the location of the project, we will organise accommodation the night before the photoshoot. All fees for this are payable to the Client.
- 5.7 If travel exceeds 5 hours from Bicester to the location of the project, we will organise accommodation the night before and the night after the photoshoot. All fees for this are payable to the Client.
- 5.8 A normal day is up to 8 hours (including 1 hour for lunch) between 9am and 5pm on any Working Day.
- 5.9 Any hours worked outside a normal day ("Unsocial Hours") will incur additional overtime fees for Hedgehog Studios. These will be agreed between the Parties.
- 5.10 The Client shall ensure that it takes appropriate steps to keep safe an exact digital copy of all Material supplied. Hedgehog Studios will not be responsible for archiving any Material unless by prior written agreement with the Client.
- 5.11 The Material may not be transmitted to any third party without the written permission of Hedgehog Studios.
- 5.12 Upon publication of the Licensed Images and on Hedgehog Studio's request the Client shall supply to Hedgehog Studios free of charge a high-resolution digital file, PDF format file or good quality hard copies of the Licensed Images in the context in which they are published.

## **6. Purchasing**

- 6.1 Hedgehog Studios may be purchasing products on your behalf. This will be done after the Styling Budget has been paid to Hedgehog Studios in advance.
- 6.2 By paying the styling budget you are agreeing that you may not be able to return items bought through the styling budget.
- 6.3 Certain items such as bedding, and cushions will be removed from packaging and opened prior to the shoot.
- 6.4 If the client would like anything refunded from the styling budget, the client must point this out on the photoshoot date and not afterwards. We will retain all receipts and products will be paid by card, so any refunds need to be made my Hedgehog Studios, not the client.
- 6.5 In cases where furniture or accessories have been rented, it remains the Client's responsibility to insure the furniture and accessories against all risks, damage or loss.

## **7. Acceptance & Delivery**

- 7.1 Following completion of the shoot Hedgehog Studios will deliver the Material to the Client within 5 working days.
- 7.2 Subject to any previously agreed deadlines for post-production work Hedgehog Studios will carry out any such work required as soon as reasonably practicable.
- 7.3 Unless expressly agreed in writing between the Parties, the Client shall not be entitled to reject the Material on the basis of style or composition.

## **8. Third Party Suppliers**

- 8.1 Hedgehog Studios will only contact Third Party Suppliers for quotes and information. Purchases will be made on behalf of the client for styling accessories.
- 8.2 Hedgehog Studios is not responsible for forming any contractual relationship on behalf of the client.
- 8.3 Hedgehog Studios shall not be responsible for obtaining any clearances in respect of third-party copyright works, trademarks, designs or other intellectual property used in relation to the Assignment or any Usage Licence or extension thereof unless expressly agreed in writing prior to the shoot.

## **9. Payment and Billing Terms**

- 9.1 The charges for the services are set out in the Fee Proposal or as amended or updated by Hedgehog Studios and communicated to the Client.
- 9.2 Upon supplying quotations, it is clarified that Hedgehog Studios request any Styling Budget agreed by both parties to be paid in full at least 2 weeks prior to the photoshoot date.



9.3 Payment must be made no more than 7 days after the receipt of the completed project and accompanying invoice. If a payment is late, an interest at the rate of 5% per month shall be payable on all accounts not settled by their due date. The interest will be added monthly thereafter from the due date until the settlement is received. Should Hedgehog Studios have to instruct a debt recovery agency, or instigate legal proceedings, the Client will be liable for any costs incurred.

## 10. Cancellation and Termination Policy

10.1 Please allow more than 5 working days to cancel or move the date of any project or photoshoots. If there are any cancellations within 5 working days, we will require a cancellation fee. This is worked out as a percentage of the overall Service cost.

10.2 Should something happen for Hedgehog Studios to cancel a project prior to the commencement of the photoshoot; we will hand over any work completed up to the point of cancellation.

10.3 If Clauses 5.3 - 5.4b are broken or not met, Hedgehog Studios has the right to terminate the photoshoot. If this is the case, the Client is required to pay a cancellation fee (percentage of the overall Service cost) and is also liable to pay any travel expenses incurred on this day.

## 11. Liability

11.1 Hedgehog Studios shall have no Liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instruction supplied by the Client, which is or are incomplete, incorrect or inaccurate.

11.2 Hedgehog Studios shall not be liable to the Client for any unforeseeable loss or damage arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.

11.3 Neither Hedgehog Studios, nor the client shall be liable for any failure to perform its duties under this Contract due to circumstances beyond its control, including without limitation flood, fire or otherwise adverse weather conditions.

11.4 To enable Hedgehog Studios to deal with any complaints that may arise relating to the Services, the Client must provide full details of any complaints within 7 days of the supply of the relevant services.

11.5 Nothing in these Terms and Conditions affects any liability for death or personal injury caused by Hedgehog Studios' negligence or for fraudulent misrepresentation, or the Client's statutory rights as a consumer.

## 12. Privacy Policy

As of the 1st October 2019 our Privacy Policy has updated to be in compliance with GDPR. We are committed to your privacy and will always be transparent with how we store and use your data.

12.1 We collect your data when you contact us, enter a competition online, make an enquiry or take part in a design service we have a secure system that stores the details you give us.

12.2 We collect your data for giving quotations and advice, providing the best overall customer experience – this can also include sending out newsletters and promotions. When receiving newsletters, you have the option to opt in or out of our mailing list. When using a service we store you data in a secure system for 1 year in case you would like to return for further service. This can be extended or reduced upon request.

12.3 We never sell or share your data to third parties. We will always ask first if we are needed to share any information. Your questionnaire details are not shared with anyone and only seen by your designer.

12.4 Our updated Privacy Policy will automatically come into effect for our existing customers – you will need to contact us should you wish to opt out of your data being stored on our system. Please be aware this will result in no further communications and we will be unable to send out offers and updates. Future customers will have to check a box on our contact us sheet to say they agree with our Privacy Policy and the GDPR.



### 13. Copyright

- 13.1 The entire copyright created by or for Hedgehog Studios shall vest in and be retained by Hedgehog Studios at all times.
- 13.2 Upon payment in full for an Assignment, Hedgehog Studios grants to the Client the right to use the Licensed Images on the express terms of the Usage Licence. No use may be made before payment in full without Hedgehog Studios express agreement in writing.
- 13.3 Provided that the Client has paid in full all invoices relating to the Assignment the period of use specified in the Usage Licence commences from the date of first use.
- 13.4 Usage of the Licensed Images is limited to use of such images as provided by Hedgehog Studios.
- 13.5 Any licence to use the Licensed Images shall automatically be revoked if payment in full of both the Fee and expenses for an Assignment is not received by the due date specified in the relevant invoices.

### 14. Usage License

- 14.1 The usage license for all Material supplied by Hedgehog Studios is for life.
- 14.2 The Client shall not manipulate any Licensed Photograph or make use of only part of an individual image without the prior written permission of Hedgehog Studios.
- 14.3 The Client shall not sell or re-distribute to any Third Party without prior written permission of Hedgehog Studios.
- 14.4 The Client is allowed to sub-license images to Advertisers on the strict terms set out in the Usage License and the following points:
  - 14.4a In respect of all Commercial & Editorial use, the Client shall procure that "Susannah Alltimes, Hedgehog Studios" is printed on or in reasonable proximity to all published reproductions of the Licensed Images.

### 15. Credits

- 15.1 In respect of all Marketing & Personal uses the Client shall procure that Hedgehog Studios is printed on or in reasonable proximity to all published reproductions of the Licensed Images.
- 15.2 The relevant tags and credits (photos and styling by Hedgehog Studios) must be made on all social media and website platforms.

### 16. General

- 16.1 Hedgehog Studios may assign or sub-contract the Contract if this is necessary for Operational reasons or in connection with a business transfer or re-organisation. Otherwise, the contract is not transferable by either party.
- 16.3 Nothing in this Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These Terms and Conditions and the Contract will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.

Clients Name:  
Date:  
Signature:

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Hedgehog Studios  
Date:  
Signature:

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