

Luminary Photography CIC – Terms and Conditions **Updated July 2026**

1. Services

Luminary Photography CIC will provide photography services (which for the purposes of these terms includes photography, video and associated audio recording) with reasonable care and skill, in line with industry standards and the agreed brief. References to 'photographs' or 'images' in these terms should be read as including any related video and audio recordings created as part of the services.

The booking form, quote or invoice will set out the date, location, approximate shoot duration, and the expected number, format and delivery method of edited images.

Any artistic interpretation by the photographer will be deemed correct, and Luminary Photography CIC will use its professional judgement regarding locations, style, poses and the final selection and number of images supplied. While every effort will be made to capture specific moments requested by the client, no guarantee can be given that any particular image will be captured.

2. Client responsibilities and consent

The client is responsible for ensuring that all necessary permissions have been obtained to allow photography at the venue and of all participants. The client confirms they have authority to grant permission for Luminary Photography CIC to photograph attendees, including children and vulnerable adults where applicable, and to share any relevant safeguarding or "no photography" information in advance.

Luminary Photography CIC works with vulnerable adults and young people and understands that consent for photography may not always be appropriate or possible. It is the client's responsibility to inform Luminary Photography CIC in writing of anyone who cannot or does not wish to be photographed and to make such individuals reasonably identifiable during the event; Luminary Photography CIC cannot be held responsible for images being captured or used where this information has not been clearly provided.

3. Licence and copyright

All photographs created by Luminary Photography CIC and its photographers are protected by copyright law and remain the intellectual property of Luminary Photography CIC. Upon full payment, the client is granted a limited, non-exclusive, non-transferable licence to use and display the images for the purposes set out in the contract or invoice (for example, personal use, organisational internal use or agreed marketing), but not for any wider commercial use unless separately agreed in writing.

Images may not be altered, sold, licensed to third parties, or used in any manner outside the agreement without prior written permission and agreed compensation. Any additional usage rights must be requested and confirmed in writing before use.

4. Use of images by Luminary Photography CIC

The clients and subjects grant Luminary Photography CIC the irrevocable and unrestricted right to use and publish photographs from the assignment for the promotion of its business and services, including editorial, trade, advertising, portfolio, website, and social media, in any manner and medium, unless otherwise agreed in writing. Where necessary (for example with minors or

vulnerable adults, or for specific campaigns), Luminary Photography CIC may request separate written consent or a model-release / image-consent form from the client or subject.

If the client does not wish certain images, or images of particular individuals, to be used for Luminary Photography CIC's own promotional purposes, this must be agreed in writing before the shoot or at the time of image selection.

5. Data protection

Luminary Photography CIC will process personal data, including images of identifiable individuals, in accordance with UK GDPR and the Data Protection Act 2018. Personal data will be used for providing the agreed services, managing bookings and, where consented, for portfolio and promotional use.

Further information is provided in Luminary Photography CIC's privacy notice, which explains what personal data is collected, how it is used, how long it is retained, and the rights of data subjects and how to exercise them. A copy of the privacy notice will be supplied on request or made available on Luminary Photography CIC's website.

6. Retainer, fees and payment

To confirm a booking, the client will pay a non-refundable retainer of 20% of the total fee, which covers reserving the date and initial planning and administration. The remaining balance must be paid within 10 days of the shoot unless otherwise agreed in writing; for short-notice bookings, full payment may be required before the event.

If payment is not received by the due date, Luminary Photography CIC reserves the right to suspend work, delay delivery of images and, where applicable, charge interest or late-payment fees in line with applicable law. Any additional expenses such as travel beyond an agreed radius, parking or venue charges may be recharged to the client if stated in the booking or agreed in advance.

We reserve the right to increase our fees as necessary to ensure sustainability of our business and ensure we cover the rising costs of delivering our work. We occasionally deliver work free of charge to the client or at a reduced rate, specifically for community organisations. This does not set a precedence and we reserve the right to charge for future work. Ongoing repeating workshops, hourly rates will attract a rounded 10% increase annually.

7. Cancellations and rescheduling – client

If the client wishes to cancel or reschedule, notice must be given in writing as soon as possible. The 20% retainer is non-refundable in the event of cancellation by the client, as it reflects work carried out and loss of the booking date, unless consumer cooling-off rights apply as set out below.

Where UK consumer cancellation rules apply (for example, where the client is a consumer and the contract is made at a distance or off-premises), the client may have a 14-day cooling-off period from the date of booking. If the client asks Luminary Photography CIC to start work or to shoot within that 14-day period, the client acknowledges that they may lose some or all of their right to a refund if they subsequently cancel, to reflect services already provided and reserved capacity.

8. Cancellations and rescheduling – Luminary Photography CIC

In the unlikely event that the photographer is taken ill or is otherwise prevented from attending the booking, Luminary Photography CIC will make reasonable efforts to provide another photographer of similar skill or to reschedule the event with the client's agreement. If this is not possible, responsibility and liability are limited to rescheduling or the return of any payments made for the work.

If Luminary Photography CIC must cancel or alter the booking due to circumstances beyond its reasonable control (including but not limited to severe weather, venue closure, transport

disruption, or other force majeure events), liability will be limited to rescheduling if feasible or a full refund of payments received. Luminary Photography CIC will not be liable for any additional costs incurred by the client as a result of cancellation or rescheduling in such circumstances.

9. Delivery, dissatisfaction and limitations

Edited images will be delivered within a reasonable timeframe agreed with the client, using the format and delivery method specified in the booking or invoice. Once images are delivered, the client must notify Luminary Photography CIC in writing of any concerns or dissatisfaction within seven days; if no such notice is received, the work will be deemed accepted.

If the client is not satisfied with the images produced, Luminary Photography CIC may, at its discretion, offer to re-edit or replace images as an exclusive remedy. Luminary Photography CIC cannot be held responsible for dissatisfaction arising from circumstances beyond its control, including but not limited to venue restrictions, weather, lateness of participants, or failure by the client to follow guidance.

10. Limit of liability

Except where liability cannot be limited by law (for example, for death or personal injury caused by negligence), the total liability of Luminary Photography CIC in connection with any assignment is limited to the total amount paid by the client for that assignment. Luminary Photography CIC will not be liable for any indirect, consequential or purely economic losses, such as loss of profits, opportunity or reputation.

Nothing in these terms affects the client's statutory rights under UK consumer law where applicable. If any provision is found to be invalid or unenforceable, the remainder of the terms will continue in full force and effect.

This is only a general template and should be checked and adapted for your specific services, safeguarding arrangements and risk profile by a UK solicitor or legal adviser experienced in creative and community-based work.