

PHOTOGRAPHY
BY *Vij*

PHOTOGRAPHY
TERMS & CONDITIONS

CONTENTS

1. COPYRIGHT 3

2. DISPLAY 3

3. LICENSE, COVERAGE AND REPRODUCTION 3

4. PAYMENTS..... 4

5. FORCE MAJEURE 4

6. OWNERSHIP 4

7. CANCELLATION FEES..... 4

8. PERSONAL ACCIDENT 5

9. PRIVACY 5

10. GOVERNING LAW..... 5

11. TIME-FRAMES 5

12. LIMITATION OF LIABILITY..... 6

In the following terms & conditions “the photographer” shall mean “Photography By Vij”. “The clients” shall be those persons defined as bride and/or groom on the booking form. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

1. COPYRIGHT

The copyright Designs and Patents Acts assign the copyright of the images to the photographer.

2. DISPLAY

The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums, and other publications.

3. LICENSE, COVERAGE AND REPRODUCTION

Photographs taken during the course of the event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.

The photographer shall be granted artistic license in relation to the poses photographed and the locations used. The photographer’s judgement regarding these matters shall be deemed correct.

The photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.

For a booking involving a church ceremony or at certain venues, the photographer’s movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the ceremony may not be the photographer’s choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.

Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

4. PAYMENTS

A non-refundable booking fee of £100 for micro-weddings and £350.00 for all other packages will confirm your booking, as well as full acceptance of the terms and conditions as published on the photographer's website. The booking fee will be deducted from the cost of the client's chosen package when calculating the final balance due.

Payment in full of the remaining balance will be due 4 weeks before the wedding day.

Additional goods/services ordered must be paid for in full at the time of ordering.

Titles to all goods remains with the photographer until paid for in full by the client(s).

5. FORCE MAJEURE

The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the wedding date due to any cause beyond their reasonable control e.g., sudden illness, injury, victim of crime, flooding etc.

In the event of cancellation by the photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid.

6. OWNERSHIP

All digital negatives (computer files) remain the property of the photographer. Only post-produced and final images are delivered to the client(s). RAW images are not shared with the client(s).

7. CANCELLATION FEES

If the client(s) should have to cancel a booking the following cancellation fee will become due immediately upon said cancellation:

- Cancellation with more than (or equal to) 90 days until the wedding date: the booking fee.
- Cancellation with less than 90 days until the wedding date, full price for the complete photographic coverage booked. The client(s) are hereby advised to take out an appropriate insurance policy to cover any expenses incurred in the event of cancellation.

Where the photographer is able to re-book the date with an equivalent booking then the cancellation fee will be reduced to the booking fee.

8. PERSONAL ACCIDENT

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

9. PRIVACY

The photographer may store your data on a private internal database. This data will not be made available to outside companies or individuals. Should you wish to have your data removed from the database, please advise in writing, and retain your confirmation.

10. GOVERNING LAW

Any contract made between the photographer and the client(s) shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction of the English courts.

11. TIME-FRAMES

The photographer aims to provide digital photos within 30 working days. Albums typically arrive within 30 working days after clients select their album images and inform the photographer of their choice in writing. Please understand that these are estimates, as delivery may vary due to factors such as post-production requirements.

12. LIMITATION OF LIABILITY

- The photographer's liability to the client(s) for any claims arising out of or in connection with this agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the client(s) for the services provided.
- Under no circumstances shall the photographer be liable for any indirect, special, or consequential loss or damage, including but not limited to loss of income, profits, or opportunity.
- The client(s) agree not to pursue any legal claims against the photographer and waive any right to sue the photographer for any damages or losses arising from the performance of the contract, except in the case of proven gross negligence or wilful misconduct.

By paying the deposit you are securing the date you have requested and agreeing to the terms and conditions.
