

# TERMS AND CONDITIONS FOR ANINA'S PHOTOGRAPHY SERVICES.

In the following terms & conditions "the photographer" shall mean Anina's Photography or any agent/employee of Anina's Photography. "The client(s)" shall be those persons defined by first and last name requesting services provided by Anina's Photography. It is agreed that the following terms set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing.

## Booking Fee / Deposit Payments

A non-refundable booking fee of £30 as well as full acceptance of the terms and conditions as published on the photographer's website secures the time and services of the Photographer for the requested event and is non-refundable or transferable in the event of cancellation, it being the agreed loss suffered by the photographer due to cancellation. The booking fee will be deducted from the cost of the client's chosen event agreed package when calculating the final balance due. Payment in full of the remaining balance will be due 8 weeks before the event day. Events that are postponed to a later date will retain the fee as long as the photographer can re-schedule for the new date and time.

Bookings may be subject to travel expenses depending on location.

## Event Arrangements

The details of the event arrangements are to be agreed beforehand in writing (email is acceptable). The Client shall notify the Photographer of any changes to these details in writing. The Photographer/s cannot be held liable for delays or disruption in their delivery of the service until any changes are received and acknowledged in writing.

## Cancellation

The Client may cancel this contract at any time by giving written notice to The Photographer/s but in doing so may forfeit any monies paid. Cancellations are assessed on a case-by-case basis and at the discretion of Anina's Photography. All cancellations must be in writing.

## Display

The client(s) hereby allow(s) the photographer(s), unless pre-agreed in writing otherwise, to display any photograph covered by this contract and to generally promote the business in advertising, Instagram, Facebook, brochures, magazine articles, websites, sample albums and prints, venue and other vendor samples, and other such material, providing that the images used are used lawfully and without damage to the client(s). This list is not exhaustive.

*\*Pictures that include children Anina's Photography will not assume use as outlined above unless pre-agreed.*

COPYRIGHT LAW: English Copyright Law declares that the copyright remains with the photographer.

The client(s) will not have access to any unedited raw image files. The Photographer has unrestricted use of these images and can use them wholly or in part in any publication (commercial or otherwise), portfolio or public display with any retouching or alteration without restriction, unless pre-agreed otherwise or include \*children. At events, it is the client's responsibility to notify guests of this unrestricted use; that attending the event acts as a model release. The client(s) hereby assigns the photographer the irrevocable and unrestricted right to use and publish photographs of the client(s) or in which the client(s) may be included, for editorial, trade, advertising, educational and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The client releases all claim to profits that may arise from use of images. Buyer may not resell, relicense, redistribute without express written permission from photographer. Use as a derivative work, and reselling or redistributing such derivative work is prohibited. Images may not be edited or have filters applied to them. Images may not be used in a pornographic, obscene, illegal, immoral, libellous or defamatory manner. Images may not be incorporated into trademarks, logos, or service marks. Images may not be made available for download.

## Images

All image sizes are nominal. The Photographer/s will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye. 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.

## **Retouching**

All images will be adjusted for exposure, brightness, contrast, sharpness, etc. The Photographer's judgement regarding these corrections and the number of images put forward to the Client for preview shall be deemed correct. Retouching, digital manipulation and artist finishing is also included.

## **Prints / Reorders**

All prints and reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

## **Copyright**

The copyright Designs and Patents Acts assign the copyright of the images to the photographer. Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. It is contrary to the Act to copy or allow to be copied photographically/electronically or by any other means an image created as part of this contract without the permission of The Photographer/s in writing.

## **Licence**

The Photographer/s shall be granted artistic licence in relation to the poses photographed and the locations used. The Photographers judgement regarding the locations/poses and number of images taken shall be deemed correct. Due to the vagaries of the weather and the willingness of subjects and the fact it is a "live" event it may not be possible to capture all the images requested.

## **The Event**

The client understands that the photographer must follow all rules given to them by the person/s facilitating the event and are not held liable for failure to deliver should the photographer be told that they are not allowed to take photos during the event or be stationed in one spot. It is the client's responsibility to understand the rules ahead of time.

## **Force Majeure or Act of God**

The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. 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.

## **Attendance**

In the unlikely event of the Photographer being unable to attend your event, as much notice as is possible would be given and we reserve the right to appoint another photographer to attend your event on our behalf to undertake the event photography to his/her best ability. And if this is impossible, Anina's Photography will do all they can to a sensible amount to help you source another photographer i.e., by providing a list of other professional photographers in the area.

## **Limitation of Liability**

In the unlikely event of a total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

## **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.

## **Governing Law**

This agreement shall be governed in accordance with the laws of England and Wales.