

## **NEEQ SERENE**

### **TERMS AND CONDITIONS; EVENT PHOTOGRAPHY**

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#### **Definitions**

"The Photographer" means Neeq Serene Photography of 34 Elm Road, Windsor, SL4 3ND. "The Client" means any person or body of persons with whom the Photographer enters into a contract for the provision of services by the Photographer.

#### **Acceptance of Terms and Conditions**

All contracts and transactions between the Photographer and the Client whether made orally or in writing are subject to these terms and conditions.

#### **Booking Confirmation**

Once the Client submits a booking request either online or via email, the Photographer will confirm the booking in writing and provide further details to secure the date(s).

#### **Deposit and Payment Terms**

Once confirmation of the booking is received from the Photographer, the Client is required to pay a 50% deposit towards the final invoice. The Client has 7 (seven) days to make payment via bank transfer. The booking is not confirmed until payment is received by the Photographer.

The Client is then required to pay the remaining balance by the date of the assignment, at the latest.

#### **Travel**

Travel to venues within a 20 mile radius of Windsor, Berkshire is included. For customers outside of this area, travel charges apply at £0.50 per mile.

#### **Cancellation Policy**

Providing the Client cancels the booking with a minimum of 48 hours, the deposit will be returned to the Client in full within 7 (seven) days of cancellation. If a booking is cancelled with less than 48 hours notice, the Client will forfeit the deposit.

For outside bookings where no indoor option is available and the booking is cancelled/postponed due to weather conditions, the Photographer will make no charge to the client if reasonable notice of the cancellation/postponement is given by the Client.

In the event of the Photographer being unable to fulfil a booking due to reasons out of his control (e.g. including but not limited to; illness, vehicle breakdown, cancellation of public transport) the Photographer agrees to inform the client as soon as he becomes aware of the problem. If such an event arises, reasonable efforts will be made to provide an alternative solution.

The photographer cannot be held liable for any expenses or consequential loss incurred by the Client.

#### **Copyright and Ownership**

Until the Photographer receives final payment for services rendered, the photographs produced are protected by copyright law (all rights reserved) and may not be reproduced in any manner without the Photographer's explicit written permission. Upon receipt of final payment from the Client, limited copyright ownership of the purchased images will be transferred to the Client under the following conditions:

-the photographs are the property of the Client for personal use and for the purposes of the reproduction and giving of photographs to friends and relatives

-the Client, their friends and relatives are not permitted to publish and/or sell the photographs for profit without obtaining prior written permission from the Photographer

**Venue and Location**

It is the Client's responsibility to ensure the Photographer is provided with the correct venue address and contact details. The Photographer cannot be held responsible for delays due to incorrect information.

**Conduct**

The Photographer reserves the right to terminate any assignment without notice in the unlikely event that the behaviour of the Client or their guests is deemed unruly or unsafe. In such instances, the Photographer reserves the right to charge their fees in full. The Client will be responsible for any damages to equipment caused by the Client or their guests.

**Digital Retouching**

Image retouching will include colour and light balancing, cropping where necessary and minor cosmetic alterations as part of the photography package. Major alterations such as background removal are not included unless agreed at the time of quotation.

**Completion Schedule**

Digital proofs of the photographs will be available to view within 72 hours of the photo shoot unless an alternative turn-around time has been pre-agreed within the initial quotation.

The Photographer will make all images available for download, subject to payment having been received in full.

**Back Up**

The Client is advised to ensure the digital photographs are adequately backed up after delivery (e.g. on their computer or an external hard drive). In case of loss or damage, the Photographer cannot guarantee that the photographs will remain available after delivery to the Client.

**Limitations of Liability:**

The Photographer will take care in the processing of photographs however, in the unlikely event that photographs have been lost or destroyed for reasons within or beyond the Photographer's control, liability is limited to the return of all payments received.

The Photographer cannot be held responsible for circumstances beyond their control that may prevent them from completing the contract, such as (but not limited to) adverse weather conditions, road closures, vehicle breakdown, illness, death, or equipment failure. Due to the vagaries of weather, willingness of subjects, venue restrictions, time constraints and other factors, it may not be possible to capture all images requested. The Client accepts that photographic coverage will be as the Photographer's professional expertise determines and that no photograph will be deemed more important than another.

Liability in any case shall be limited to a full refund of all monies paid. There will be no liability for indirect or consequential loss of any kind.

**Confidentiality**

The Photographer acknowledges that in the performances of the services, he may receive information from the Client which is designated by the Client as confidential. Upon request from the Client, the Photographer agrees to keep this information secret and not to disclose such information to other parties except as required by law.

**Law**

This Agreement shall be subject to and constructed according to English Law and the parties agree to accept the exclusive direction of the Courts of England.