

Emerald Event Photography

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PORTRAITURE CONTRACT

TERMS & CONDITIONS

In the following conditions of contract the "Photographer" shall mean Seán Hawkins trading as Emerald Event Photography. The "Client(s)" shall be whose name(s) appear on the contract.

1) COPYRIGHT

The Copyright, Designs and Patents Act 1988 assigns the copyright of all images or copies of images to the Photographer. It is therefore contrary to the Acts, and illegal, to copy or allow to be copied by any means other than by the Photographer or their appointed agents.

2) DISPLAY

The Client(s) hereby allow the Photographer to display any images covered by this contract in their studio, portfolios, and to generally promote the business in advertising, brochures, websites and other such materials, providing that the images used are used lawfully and without damage to the Client(s).

3) REPRODUCTION

- a. It is understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range of colours within a subject. It is also understood that prints in different sizes may be variable in colour balance.
- b. The Photographer cannot guarantee exact colour matching owing to anomalous reflections caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record the exact colour as seen by the human eye.
- c. Due to the limitations of computer monitors it is understood that images appear differently according to the specification of each monitor and prints will not match images rendered on any particular computer monitor.
- d. 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, either at the shooting or processing stage.

4) PRICES

- a. The Client(s) agrees that they are liable to pay the full cost of the Portrait Session.
- b. The Client(s) will be liable to pay any additional expenses incurred by the Photographer not already included within the contract price. This includes for example travelling fees outside of the CB postal area or fees charged for your choice of venue (for on location shoots).

5) PAYMENTS

- a. Full payment is required before any goods are released to the Client(s).
- b. All additional goods must be paid for in full on ordering. This includes extra prints, special editing, high-resolution digital files and any other service offered after the event.
- c. All goods remain the property of Emerald Event Photography until paid for in full by the Client(s).

6) COMPLAINTS

Any complaints should be raised by the Client(s) with the Photographer in writing within 28 days of first becoming aware of the matter to be complained of, and in any event within 28 days of receipt of the products purchased. This includes photographs, discs and any other special services that have been agreed. The Photographer endeavours to respond to any complaints within 48 hours.

7) FORCE MAJEURE

In the unlikely event of total photographic failure the Photographers liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected.

8) DIGITAL FILES

The digital files shall remain the property of the Photographer and shall be kept for not less than three years from the Portrait date.

9) ORDERS & RECEIPT OF GOODS

- a. The Photographer must be notified of any missing or damaged items on receipt.
- b. Due to the nature of the product the Photographer is unable to give exchanges or refunds. This does not affect your statutory rights.

10) PRIVACY

The Photographer may store your data (i.e. name, address and contact telephone numbers) on a private database. This data will be used to contact the Client(s) and will not be made available to outside companies or individuals and will be destroyed after all orders are complete.

11) LIMITATION OF LIABILITY

If the Photographer cannot perform this Agreement in whole or in part due to a fire or other casualty, acts of nature or terror, or sickness or injury or other cause, then the Photographer may return all monies paid by the clients and shall have no further liability with respect to this Agreement.

I hereby agree to abide by the Terms & Conditions as set out above.

SIGNED _____

NAME _____

DATE _____

SESSION ID _____