

## **Solvita Photography**

Solvita 16 Low Road, Congham, King's Lynn, Norfolk PE32 1AE  
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### **Terms & Conditions**

In the following Terms and Conditions:

**"Business"** shall mean Solvita Photography

**"Client(s)"** shall mean "You" the Parties to the Contract;

**"Photographer(s)"** shall mean Solvita Photography

**"Products"** shall mean any edited digital images, artwork, albums or other items listed in the Contract;

**"Services"** shall mean photography to be carried out at the photo session and any other Services agreed between the Client(s) and the Photographer and set out in the Contract;

It is agreed that the following terms and the Contract set out the entire agreement made between the parties, and that no variation or modification of the contract shall be effective unless agreed by both parties in writing. Each party acknowledges that, in entering into the contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the Contract and these Terms & Conditions.

### **Booking Deposit** (if applicable)

The Photographer(s) will confirm the Date, Time, Services upon receipt of cleared funds in respect of the Booking Deposit.

The Parties acknowledge that the Booking Deposit is non-refundable or transferable in the event of cancellation by the Client.

### **Payments** (if applicable)

All outstanding balance payments where applicable must be received in cleared funds prior to the photo session.

Payment for any additional digital images, prints or products must be made within five days of order.

Failure to make payment by the dates stipulated may result in cancellation.

For prints and products where production is required, production will not begin until funds have been cleared in full.

Quoted times for production of products including wall arts begin from when funds are cleared in full.

Where payment is to be made by a third party, the Parties acknowledge that they shall remain responsible for any balance outstanding in respect of the Contract.

## **Image and Reproduction**

All print and presentation sizes quoted are approximate and subject to change at the discretion of the Photographer(s) and may be subject to slight variation.

Whilst every effort will be made, the Photographer(s) cannot guarantee exact colour matching and is not held responsible for any colour variations which may occur due to light and location variations.

Due to limitations of computer monitors and variations of computer operating systems, it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered on any particular computer monitor.

Where images are made available for use on a USB device, reasonable steps are taken to ensure compatibility, but you acknowledge that USBs may not play on all devices including and not exclusive to computers.

Only quality branded USB's are used and each is checked prior to delivery. However, it remains the responsibility of the Clients to check for in-transit damage. The Photographer(s) cannot be held responsible for damage to equipment resulting from defective media.

## **Products**

In the event a product (such as a memory box) is no longer available a suitable alternative of similar quality will be offered. The photographers' choice of an alternative will be deemed as correct and acceptable to the Client(s). Any surcharge resulting from the order of a new product following rejection of a replacement will be the responsibility of the Client(s).

## **Ownership**

All images shall remain the sole property of the Photographer(s) at all times. All completed products shall remain the property of the Photographer(s) until full payment is received.

## **Copyright**

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 and remain the copyright of The Photographer(s) at all times unless there is express written agreement to the contrary. 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 written permission of the Photographer(s).

## **Insurance & Limitation of Liability**

The Photographer(s) will maintain Public Liability and Professional Indemnity insurance at all times. However, 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 any indirect or consequential loss.

## **Conduct**

It is the responsibility of the customer to ensure the co-operative behaviour of subjects at a shoot. Should the photographer(s) feel unsafe at the contracted photo session or be subject to abuse and the customer cannot control or prevent the situation then the photographer is entitled to advise the customer of that situation and leave without forfeit on this contract.

## **Cancellation**

Where the Photographer(s) has to cancel the photo session, due to circumstances beyond his/her control the full amount of the Booking Deposit and any further payments received will be returned to the Client(s).

Where it is possible, a re-shoot may be arranged (if practicable) however, the Photographer(s) will not be responsible or liable for any additional costs incurred by the Client(s).

Should the Client wish to cancel this contract at any time, Notice of Cancellation must be given in writing to the Photographer (s).

The Parties acknowledge that the Booking Deposit is non-refundable or transferable in the event of cancellation by the Client.

## **Complaints**

All complaints should be raised by the Client directly to the Photographer in writing within 14 days of the occurrence which gives rise to the complaint. The Photographer will consider the complaint and shall provide a response to the Client within 14 days of receipt of the Complaint. In the unlikely event of an unresolved complaint the Client may request the Guild of Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

## **Notices**

Any Notice relating to this contract should be in writing and sent by recorded delivery to the address stated in the Contract.

**Governing law and jurisdiction**

The parties irrevocably agree any dispute arising out of this contract shall be governed and construed in accordance with English Law and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

**Client Name****Date****Client Signature****Photographer Name****Date****Photographer Signature****Release**

I hereby grant permission to the Photographer(s) to reproduce any and all photographs taken of my pets, me or photos of which I am included for the purpose of publication, promotion, illustration, advertising in any medium.

I hereby release the Photographer(s) from all claims and liability relating to said photos.

**Client Name****Date****Client Signature**