

# TERMS & CONDITIONS



In the following terms & conditions "The Photographer" shall mean Swiss Chocolate Pictures as Adrian Tauss. "The clients" shall be those persons defined on the form above.

## 1. COPYRIGHT

- I. The copyright Designs and Patents Acts assign the copyright of the images to the photographer.
- II. The Licence to Use requires that the company name 'Swiss Chocolate Pictures' will be printed on or in reasonable proximity to all published reproductions of the Photograph(s). The Photographer also asserts their statutory and moral right to be identified in the circumstances set out in Sections 77-79 of the Copyright, Designs and Patents Act 1988 or any amendment or re-enactment thereof.
- III. Should the images delivered by the photographer be subsequently changed or altered by the client or third parties, the photographer reserves the right to request credits to be removed or changed.

## 2. DISPLAY

- I. The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, online promotions, social media, magazine articles, websites, sample albums etc.

## 3. CREATIVE LICENSE, COVERAGE AND REPRODUCTION

- I. 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.
- II. Special requests are not binding instruction, although every effort is made to comply with the client's wishes. The Photographer will do their best to honour the requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangements due to changes in weather, studio capabilities and the availability and willingness of subjects.
- III. 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. PAYMENT

- I. A booking deposit of £75.00 will confirm the clients 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.
- II. Payment in full of the remaining balance will be due before the final pictures are delivered.
- III. Additional goods or services ordered must be paid for in full as invoiced.

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

## 5. *FORCE MAJEURE*

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

## 6. *DIGITAL NEGATIVE FILES*

I. All digital negatives (computer files) remain the property of the photographer.  
II. Should the digital negative files be lost, damaged or destroyed for the reasons beyond control, the photographers liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

## 7. *ON THE DAY*

I. The photographer will be the sole professional (still) photographer at the studio or location specified.

## 8. *PERSONAL ACCIDENT*

I. 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. *CANCELLATION FEES*

I. If the client(s) should have to cancel a booking later than 48 hours prior to the booking, the initial deposit payment will not be returned or if not yet paid will become due immediately after cancellation.

## 10. *DELIVERY*

I. The photographer will endeavour to deliver digital negative files as quickly as possible. However this could take up to 3-10 days during busy periods.

## 11. *VARIATIONS.*

I. These Terms and Conditions shall not be varied except by agreement in writing.

## 12. *APPLICABLE LAW.*

I. This agreement shall be governed by the Laws of England & Wales.