

Terms & Conditions

In the following Terms and Conditions:

“Business” shall mean Nalla Photography

“Client(s)” shall mean “You” the Parties to the Contract;

“Event” shall mean the Event title inserted into the Contract;

“Photographer(s)” shall mean Nalla Photography

“Products” shall mean any USB, albums or other items listed in the Contract;

“Services” shall mean photography to be carried out at the Event 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 FEE

The photographer(s) will confirm the event, date, time and services upon receipt of cleared funds.

Non-receipt of full payment one week before the session will result in cancellation.

The parties acknowledge that the session fee is non-refundable or transferable in the event of cancellation by the client.

PAYMENTS

Payments owed for photo shoot appointments must be paid in full one week before the session.

Payment for all extra items ordered must be paid at the time of ordering.

Prints and products will not be made available until payment has cleared.

RETOUCHING

Spots & blemish removal is part of the standard edit.

Retouching, digital manipulation and artist finishing is available to the client as a chargeable optional extra. Including removal of moles, birthmarks and scars.

LICENSE AND COVERAGE

The photographer(s) shall be granted an artistic license in relation to the poses photographed and the locations used. Although every effort will be made to comply with the clients' requirements, the photographers' judgement regarding the location, poses and number of photographs taken shall be deemed correct and not subject to dispute.

Whilst the photographer(s) shall endeavour to fulfil the clients' requirements, the photographer(s) cannot be held responsible for non-availability of subjects or adverse conditions which may delay the progress of proceedings, preventing the coverage of certain specified shots.

Any alterations made to this contract by the clients once details have been confirmed may only be made at the discretion of the photographer(s) and should be agreed in writing. Where the photographer(s) is unable to accommodate alternative arrangements (such as change of ceremony date and or venue) the photographer(s) are not liable to compensate the client(s) in any way whatsoever.

USE AND DISPLAY OF IMAGES

The clients hereby allow the photographer(s) to display any images relating to the contract and to generally promote the business in the photographer(s) portfolio and by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the client(s).

Images placed in password protected galleries within the website are not available to the general public in the normal course of events. Other than via the password protected gallery the photographer(s) agree not to resell any image to a third party other than with prior written consent.

Clients that have paid for their photography session under UK Law have the right to privacy.

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 download or use on a USB, reasonable steps are taken to ensure compatibility, but you acknowledge that the download and USB may not play on all

cd/DVD players including those within 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 an album) 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 the rejection of a replacement will be the responsibility of the client(s).

OWNERSHIP

Any negatives and/or digital files shall remain the sole property of the photographer(s) at all times.

All completed albums and 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).

With this in mind, the client will not screenshot, add filters or alter in any form images from their online gallery as provided by the photographer(s).

All purchased images are for personal use only. Images used for commercial purposes will require written consent from the photographer(s) and may incur an additional charge. Images used without written consent from Nalla Photography may result in legal proceedings.

SUBSTITUTION

In the unlikely event that the assigned photographer is unable to attend your event due to unforeseen circumstances, Nalla photography reserves the right to appoint another suitable photographer(s) to attend the event on our behalf to undertake the photography to his/her best ability.

INSURANCE & LIMITATION OF LIABILITY

The photographer(s) will maintain public liability and professional indemnity insurance at all times. However, in the unlikely event of 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.

FORCE MAJEURE

The due performance of this contract is subject to alteration or cancellation due to a force majeure event. A force majeure event means an event beyond the control of a party, which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, it does not include circumstances where the photographer(s) attend an event to perform the services and any of the parties fail to attend.

CANCELLATION

Where the photographer(s) has to cancel the event, due to circumstances beyond his/her control the full amount of the booking 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).

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.

DATA PROTECTION

All of your personal information is stored on our secured online database.

Your images may be outsourced to a secured third party pro editor.

All of your images are stored and backed up on our office computers and hard drives.

Images are held by Nalla Photography for the maximum of 6 years after which all images are deleted from the system.

MILAGE EXPENCE

Mileage over 20 miles round trip is charged at £1 per mile.