

# Accent Pro Images

Fascinating Awe-inspiring Photography

These Terms & Conditions of Business apply to all services provided by Accent Pro Images.

The Booking Fee secures our time and services for the date or session and until it is paid the date or time slot is not confirmed. The Booking Fee does not include any images.

The booking fee for a Wedding is £200. For a Portrait session the booking fee is £80.

The deposit shall be applied to reduce the total cost and Client shall pay the balance due as stated in the contract. The deposit is non-refundable.

Payment is by Bank Transfer to HSBC Account: 51655450 Sort Code: 40-20-44 Name: F. Stewart-Shaw

Please use your full name as the reference.

## DISPLAY

The Photographer may display any photographs included in this contract in the photographers studio, website (including but not limited to Facebook, Twitter and Pinterest profiles), portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows. For the avoidance of doubt, all Copyright in the images remains with the Photographer. Should you have a legitimate reason for not wanting your images used in display then please make this clear to Fiona BEFORE the session. Where commissioned images feature a person under 18 the signature overleaf confirms you are responsible as a parent or guardian and agree to the use of said images as previously outlined.

## DIGITAL FILES

Digital files remain the property of the Photographer, however DVD's or USB sticks that come with this shoot, come with a license for the owner to reproduce images digitally or in print for personal (not commercial) use.

## FULFILMENT OF OBLIGATIONS

- 1) Accent Pro Images shall not be liable to the Client for any failure, in whole or in part, to fulfil its obligations where failure arises as a result of an event or circumstance beyond its control, which may include (but not limited to) equipment failure, inclement weather, illness or injury.
- 2) The Client understands and accepts that the photographic coverage will be as Accent Pro Images' professional expertise determines. Special requests are not binding instructions but every effort is made to comply with the Client's wishes. The Client's responsibilities include: to provide the Photographer with all reasonable access, facilities and assistance, particularly if the shoot is on location.
- 3) In the unlikely event of total photographic failure or cancellation of the 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 indirect or consequential losses.
- 4) Photographer Accent Pro Images may substitute another photographer to take the photographs in the event of Photographer's illness or scheduling conflicts. In the event of such substitution,

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Photographer warrants that Photographers taking the photographs shall be a competent professional.

5) Match to original. (Likeness to person/colour). In accordance with the accepted practises of all professional photographers and photographic laboratories, the return of any technically acceptable photographs or prints or demands for refund or refusal to settle charges cannot be entertained on principle. No exception whatsoever can be made to this rule as we cannot be held responsible for individual tastes or expectations.

6) Prices. All quotes remain valid for 28 days; all other charges in this Agreement are based on Accent Pro Images current Price Lists. This price list may be adjusted without notice and future orders shall be charged at the prices in effect at the time when the order is placed. We do not offer any refunds on special orders.

7) Cancellation. If Client shall cancel within 7 days of the session date the full amount due will be required for payment within 30 days.

## CANCELLATION

If the Photographer has to cancel this contract for reasons beyond their control (death, injury, illness, etc.) the Photographers liability shall be limited to a full refund of all monies paid. The Client may cancel this contract at any time by giving written notice to the Photographer but in doing so shall forfeit any monies paid. In the event of a portrait session whereby the child is sick please give 24hrs notice to reschedule your session.

## PREVIEWS/PROOFS

Accent Pro Images will do its best to produce more than discussed with the Client but there is no guarantee that any particular number of proofs will be produced. Proofs will be available to view online usually within 3 weeks of your session or Wedding.

The proofs provided in the online gallery are final, images that do not meet the exacting standards of Accent Pro Images are deleted in the first part of the editing process and are non-recoverable.

Whilst every effort is made to ensure online gallery images are edited to the highest standards the Photographer makes no commitment to the extent by which images will be 'fixed'. For the avoidance of doubt you can be assured the Photographer will endeavour to correct any non-permanent blemishes and make changes to the image that improve the finished result.

On viewing your online gallery you (the Client) are responsible for pointing out any additional editing you may feel is necessary BEFORE placing your order. We are unable to accept responsibility for issues with images that are noticed after your product has been ordered unless it can be proven that they were not visible at the time of ordering (e.g. Obscured by the Copyright Watermark). If the Client feels extensive re-touching is necessary for their own satisfaction then there may be an additional charge for this.

Galleries will remain online for a maximum of 21 days within which time your order should be placed. Should circumstances prevent it from being possible for you to make your order in that time please let us know and the gallery will be reloaded for a further period. Galleries cannot remain online indefinitely.

## ARTISTIC INPUT

Accent Pro Images shall be entitled to use its judgment regarding the style and artistic input/licence in the production of pictures. This includes but not limited to poses, props, and the number of images taken. Due to weather and willingness of subjects it may not be possible to capture all the pictures requested, or images of the Clients full expectations. In the event of uncooperative children at a session of any kind, for any reason, Accent Pro Images may not be able to capture any, or all the images the Client may have requested or expected. The Client is responsible for all children and their behaviour at all sessions.

For weddings Accent Pro Images will always endeavour to photograph any pre-agreed shoot list, however it is understood that it is not always possible to photograph every guest or every detail at a wedding. Furthermore, due to the fluid nature of a wedding day Accent Pro Images cannot be held responsible if it is not possible to photograph the shoot list in its entirety due to time constraints or unforeseen circumstances.

Accent Pro Images fully edits all images before presenting to Client. Additional edits are carried out at the discretion of Accent Pro Images and Accent Pro Images reserves the right to charge the Client for additional editing to cover time involved.

## COPYRIGHT AND REPRODUCTION

It is understood that the copyright of all and any photographs belongs to Accent Pro Images. No photographs may be copied or reproduced by any means photographic, digitally or otherwise without written permission. Accent Pro Images shall only make reproductions for the Client, their friends and family, or for Accent Pro Images's portfolio, samples, self-promotions, company documents and website, blog, entry in photographic contests, art exhibitions or editorial use. Accent Pro Images shall not use the images for other purposes without first obtaining the written permission of the Client.

Digital images provided to the Client will be provided with shared copyright granting unlimited printing release to the client. This release grants the client permission for printing only and does not include rights of sale.

## COOLING OFF PERIOD

By placing an order with Accent Pro Images you are committing to buy the ordered products.

## RETURNS POLICY

Faulty items should be posted to Accent Pro Images, The Client is responsible for costs associated with return postage.

Returns will not be considered for incorrectly ordered items or items ordered in error.

## DELETED IMAGES

Images are kept for a six-month period at the discretion of Accent Pro Images.

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Cameras, mobile phone cameras, tablets and camcorders are NOT permitted during a portrait session, in studio or on location without express permission from Accent Pro Images. For weddings, unless otherwise agreed in writing, Accent Pro Images shall be the exclusive photographer retained by the Client for the purpose of photographing the wedding. Family and friends of the Client shall be permitted to photograph the wedding as long as they shall not interfere with the Photographer.

Check All That Apply

( ) I/ We, confirm that the Terms and Conditions of Business have been read and understood the as set out by Accent Pro Images.

Client Signature: \_\_\_\_\_

Client Name: \_\_\_\_\_

Date: \_\_\_\_\_