

# BRYN<sup>®</sup>

## PHOTOGRAPHY

### Terms and Conditions

#### 1 GENERAL TERMS AND CONDITIONS

In these terms & conditions "the photographer" shall mean Bryn Graves trading as BRYNPhotography. "The client(s)" shall be those persons defined in the booking form/enquiry. "Events" shall mean Weddings, Christenings, Parties and any other social gathering that involves family members and friends of the client(s). It is mutually agreed that the following terms form an integral part of this agreement and cannot be varied in any way by the client(s) unless the photographer expressly agrees such conditions in writing. Specific terms and conditions relating to each individual service are listed separately under their own sections in this agreement.

#### 2 TIMES, DATES AND CONFIRMATIONS

If the shoot date is arranged for a Friday, Saturday or Sunday BRYNPhotography needs to know confirmation of ANY prearranged time for starting NO LATER than 24 hours prior to the day of the shoot. This is to ensure adequate childcare arrangements are in place to enable the shoot to go ahead. If no definite time is received by BRYNPhotography 24 hours prior to the shoot then it is assumed that the shoot is not going ahead. Any deposit (if paid) will be lost.

#### 3 PRE-SHOOT COMMUNICATION

If the initial enquiry is made via social media methods BRYNPhotography requests that ALL communication after the initial enquiry is either verbal, email or both. It is the responsibility of the client to ensure that ALL communications regarding schedule information regarding the shoot is communicated effectively to BRYNPhotography via verbal means or via email. BRYNPhotography takes no responsibility for mis-communication on the part of the client and cannot organise adequate childcare if definite time and date schedules are not stated and confirmed by the client at the very latest 24 hours before the day of the shoot.

#### 4 PRICE OF PRODUCTS

Session fees do not include any images or products except for what has already been agreed. Upon booking a session with BRYNPhotography. Links to a current full price list is sent to the client along with links to the current terms and conditions. It is presumed every client is in receipt of and has read and agreed these upon the time of confirming a booking. The prices stated/quoted will be the prices the client pays unless specified by BRYNPhotography.

#### 5 ARTISTIC INPUT

BRYNPhotography shall be entitled to use its judgement regarding the style and artistic input in the production of all images taken. This includes but is not limited to poses, props and number of images taken. Due to the willingness of subjects it may not be possible to capture all specific requested, or images to the client's full expectations. In the event of uncooperative children at a session or event of any kind, for any reason, BRYNPhotography may not be able to capture any, or all the images the client may have requested or expected. The client is responsible for the behaviour and safety of all children at all sessions.

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**6 DEPOSITS FOR CONFIRMING BOOKINGS** The Client(s) shall pay a 20% deposit or a minimum of £50 to BRYNPhotography at the time of booking with the balance being due 28 days prior to the day of the event. In certain circumstances BRYNPhotography will accept payment in full on the day of the shoot. In the event that the Clients cancel the event the deposit is not refundable. Furthermore, if the balance is not paid in full after all work is complete no images will be delivered until the balance is received.

**7 PHOTOGRAPHIC COVERAGE OF WEDDINGS, CHRISTENINGS AND PARTIES** BRYNPhotography will provide full photographic coverage of the event to the extent described in the package chosen by the Client(s).

### **8 CONDUCT DURING COVERAGE OF AN EVENT**

BRYNPhotography will conduct themselves in an unobtrusive manner and co-operate professionally with the one conducting any official ceremonies and other such officials such as event planners and venue hosts at all times.

### **9 FINAL EDITS**

Images are always fully edited before presenting to the client. Editing is defined as exposure correction. Cropping to suit, noise reduction and colour toning. Images are very often batch processed for consistency and for a final check each image is individually inspected for correct exposure and focusing. Any image not matching BRYNPhotography's quality control criteria will be rejected. The final edits will be presented in a private customer/guest gallery. Additional edits are carried out at the discretion of BRYNPhotography, and BRYNPhotography reserves the right to charge the client for additional editing to cover time involved. Correct as at 28 June 2015 Terms and Conditions

### **10 COPYRIGHT & REPRODUCTION**

Copyright is retained by BRYNPhotography at all times throughout the world. No image can be copied, scanned or reproduced in any form whatsoever without the prior consent of BRYNPhotography. The Client may not alter or add to or manipulate a picture by any means or reproduce a picture in whole or in part as an element within, or as a montage with, another picture without BRYNPhotography's written permission. Permission to reproduce a picture for personal use (not commercial) is granted to the Client by BRYNPhotography only when digital negatives are purchased and paid in full by the Client to BRYNPhotography either as part of a photography package or as a standalone disc of images. An image usage agreement will be given to the Client at the time of final delivery. This is a standard condition for professional photographers.

### **11 USE OF IMAGES BY BRYNPhotography**

BRYNPhotography retains the right in all cases of images involving adults only to use the pictures for the purposes of displays, advertising, portfolio, publication or promotion of its work. In the case of images of children parental consent will be sought to use the images in the public domain for displays, advertising, portfolio, publication or promotion of its work. If you do not wish BRYNPhotography to use your images for promotional purposes from time to time please state this at the time of booking.

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### **12 FINAL IMAGES SUPPLIED ON DISC AS DIGITAL FILES**

Images supplied on disc to the clients are licenced for the clients use only. They cannot be copied, distributed or sold to a third party. The images are supplied 800px long side and are suitable for online use, email, social networks, digital photoframes. The images supplied are also great for printing at 6x4 only.

### **13 CLIENT AND GUEST IMAGE VIEWING GALLERIES**

Final edits will initially be presented to the client in a viewing gallery. this gallery link is private and made available to the client via email. Each gallery will be live for a period of 1 month and for that period guests will be able to view and if requested by the client, order prints and products via the gallery. After a period of 1 month the gallery will be deactivated and a new gallery containing a summary of the shoot made public via the BRYNPhotography official website. This forms part of the customer portfolio showcase that more potential clients can view at their leisure. Viewers will not be able to download or purchase any products or digital images from the showcase gallery. If you do not wish your images to be to be made public in the showcase gallery after a period of 1 months please notify me of this at the time of booking. If the client does not wish for their gallery to be made public then this should be made aware to BRYNPhotography at the time of booking.

### **14 PRINTS AND PRODUCTS FROM DIGITAL FILES**

High Resolution images are set at 4,000 pixels on the long side. All of my images are shot to the aspect ratio of 2:3 which is ideal for most popular print options. However on some print sizes image cropping may/will occur. Due to the amount of low quality print labs, supermarkets etc that use the cheapest inks and papers and do not work to set colour profiles, and the vast difference in the qualities of even the best personal home printers, It is unfortunately impossible for BRYNPhotography to guarantee print quality or colour accuracy when the client prints their own products.

### **15 IMAGES FOR THIRD PARTIES**

Copies of images for 3rd parties can be supplied only by BRYNPhotography. The guest gallery is used for supplying images to third parties. Ie, event guests, family and friends of the client(s).

### **16 RECEIPT OF PORTRAITS, WALL ART OR PRODUCTS**

All orders are presumed to have been received in good condition unless the client notifies BRYNPhotography of any discrepancy or error within 24 hours of receipt of goods.

### **17 POSTAGE & PACKAGING**

The cost of postage & packing are inclusive of the product(s) ordered unless otherwise stated as anything different by BRYNPhotography.

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### **18 COOLING OFF PERIOD**

All prints canvas wraps, photobooks, albums, frames, etc. are non-refundable. Orders cannot be cancelled due to the custom nature of the products. Orders are made to the client's personal specification, (i.e. image number, print size, frame style, etc.), the Client does not have the right to a cooling off period. By placing an order with BRYNPhotography you are committing to buy the ordered products. It is the client's responsibility to ensure that the products ordered from image numbers are the correct ones and at the size the client requires prior to submitting the order to BRYNPhotography.

### **19 RETURNS POLICY**

Incorrectly supplied items if the fault of BRYNPhotography and items of poor quality if the fault of the product supplier can be returned and will be replaced at no extra charge to the Client. Returns will not be considered for incorrectly ordered items or items ordered in error. Correct as at 28 June 2015 Terms and Conditions

### **20 IMAGES POLICY**

All the original images shot for the client from the memory card(s) in their RAW format are kept for a period of 12 months and then deleted. All edited images that get presented to the client are archived on two external hard drives and kept indefinitely. All un-edited/unused images are kept for a period 1 month after post-production and final delivery to the client, then deleted.

### **21 ARCHIVED IMAGES**

All images edited to a final stage are archived on two external hard drives and are kept indefinitely. There is no charge to the client for this service. BRYNPhotography reserves the right to use and reuse selected images for advertising purposes from time to time. Client(s) can order, reorder prints, re-prints and digital files from the archive at any time of any of their images.

### **22 PRIVACY**

BRYNPhotography will store your name and address details on a private internal database. These details will never be made available to third parties unless legally required to do so by law. Should you wish to have your details removed from our database, please notify me of this fact. From time to time BRYNPhotography may notify past and present clients of discounts and special offers on products BRYNPhotography supplies. If you do not wish to receive these notifications please state this to BRYNPhotography when booking.

### **23 ACTS BEYOND THE CONTROL OF BRYNPhotography**

In the unlikely event of total photographic failure, injury or sickness beyond BRYNPhotography's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected.