



CONTACT US

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TERMS & CONDITIONS OF CONTRACT OF SALE

Definitions

“Photographer”- Meaning Suzi Gardner Photography UK.

“Client”- Meaning any person, body of persons, firm or Company with whom Photographer enters into a contract for the sale of goods or provision of services by Photographer.

Delivery of Products and Services

The supply of products and services are provided by Photographer on a best endeavours' basis. Photographer will not be liable for delays that are beyond reasonable control. Photographer shall use reasonable endeavours to meet agreed deadlines where applicable. Photographer shall not be liable for any delays in meeting any obligations which were due to causes beyond reasonable control including but not limited to; postage/courier/lab delays, war/acts of terrorism, riots, government legislation, industrial action, adverse weather conditions, acts of God, floods, fire, loss or damage in transit etc.

Cancellation Fees / Overruns

A booking is considered firm from the date of confirmation and accordingly, if a booking is cancelled by Client within two working days of the starting time, Photographer reserves the right to charge the full fee for the assignment. If a booking is cancelled within five working days of the starting time, Photographer may charge 50% of the fee.

For cancellations/postponements due to weather conditions, the Photographer reserves the right to charge full fee and expenses due to weather conditions on location. In the event of any cancellation/postponement, Photographer may charge in full for expenses (e.g. including but not limited to; travel arrangements, location/studio fees, hire of specialist equipment, props, model fees etc), that Photographer may have incurred (or committed to) prior to the cancellation/postponement. Photographer may make additional charges should an assignment overrun due to circumstances beyond the control of Photographer (e.g. including but not limited to; Client requesting additional photographs over and above Client's original brief etc).

Placement of Product Orders and obligation

The Client has accepted these terms of business upon confirmation of any order/s for products from Suzi Gardner Photography, (including but not limited to: Photographic prints, Canvas prints, Digital Images), the Client accepts full obligation to provide full invoice settlement prior to the Photographer releasing ordered products to the Client. Following signed confirmation of product orders, the Client has committed to the product order.

The product order will be Non-Refundable.

Any damages of Suzi Gardner property or equipment by client, children of client or guests of client will be paid for by the client in contract with Suzi Gardner Photography.

Prior to your chosen digitals being purchased, you are not permitted make copies or share any images you may be shown via an on-line gallery, social media, or any other media without express prior written permission.

Photograph images remain the property of Suzi Gardner Photography, copyright governance prohibits you from using Suzi Gardner Photography photograph images in external publication without written permission

Changes to Assignment

All prices quoted to Client apply only to the original job description and specifications given to Photographer by Client. Photographer reserves the right to make additional charges for fees and expenses should these descriptions or specifications differ or change before or during the assignment. Wherever possible, Photographer shall endeavour to provide an indication of what these additional charges will be.

Terms

This agreement shall be governed by the Laws of England and Wales. Photographer reserves the right to amend these Terms and Conditions without prior notice.

Rejection

Unless a rejection fee has been agreed in advance, there is no right to reject on the basis of style, composition or editing. Photographer will use best endeavours to follow any guidelines provided by Client in writing, prior to commencement of the assignment.

Copyright and Ownership

In accordance with the Copyright, Designs & Patents Act 1988, the copyright of all images created by Photographer is owned by Photographer. Unless Photographer gives written authorisation, the Client is forbidden by law to copy any images created by Photographer and agrees that all photographic reprints, digital duplications or copies of any type made from images created by Photographer shall only be carried out by Photographer. The license to reproduce such images is granted to the Client on the understanding that the license is only granted once all monies are paid in full for such specifically created licenses.

Reproduction rights are strictly limited to the use specified on Photographer's invoice and/or quotation. An agreement must be reached with Photographer before the images are used for a different purpose or after the license to use has expired. Photographer reserves the right to charge an additional fee if the images are used for purposes other than what is shown on Photographers invoice and/or quotation.

If Client wishes to own the copyright of images created by Photographer, an additional fee will be paid by Client to Photographer for transferring the copyright. The transfer of copyright will only become applicable after this payment has been made in full. Images may not be edited by client or other.

Acceptance of Terms and Conditions

All contracts and transactions between Photographer and Client whether made orally or in writing are subject to these terms and conditions which shall be deemed to be incorporated into any contract between

Suzi Gardner Photography

Date of last review

1st January 2019

