



KHaine

photography

CREATING MEMORIES CAPTURED TO LAST

TERMS & CONDITIONS – CLIENT COPY

Thanks for choosing me as your photographer – I'm looking forward to working with you. Just so we all understand one another, please take time to read the attached T&Cs. If you're unsure of anything please ask, and if you are happy with everything here, please print, sign and pass back to me. Thanks.

Your Images:

Your Images will be provided to you on two media formats DVD & USB Stick. The Images provided on this media are yours to reproduce without any copyright restrictions. When you try to reproduce you images via a self-service or online retailer they may ask you for proof of copyright. This Sales Receipt / Copyright Release give you that right. Please provide it to anyone that queries your right of reproduction. If they are still unwilling to reproduce your prints please ask them to contact us and we will advise them appropriately

We always strongly advise you to take copies/backups of your images, we do however keep your images on our secure backed up servers, Guaranteed for one year. We may keep them longer depending on our server's capacity. If you do lose your images and want us to recover them for you, we can provide this service at a £30 fee to cover administration and replacement media.

Shared Copyright – Copyright Release

Any images provided by KHaine Photography Ltd. are for personal, private and non-commercial use. Additional written consent must be given by KHaine Photography Ltd. before any image can be used in a commercial context. Use of Images in a Public context e.g. Facebook is permitted, but must be done with recognition to KHaine Photography Ltd. KHaine Photography Ltd. may also use any images for its own marketing. If you do not wish for your images to be used in this way, it must be requested within 14 days of the shoot.

Cancellations and/or postponement of your photography booking

- Please notify me of any postponement of your photography shoot as soon as you can.
- Cancellation of a photo shoot made more than 1 week before the date of the shoot will incur loss of deposit but no further fee.
- Cancellation of a photo shoot within 1 week of the shoot date will incur a fee of 50% of the booked rate.
- KHaine Photography may waive these charges under certain circumstance, this is at the discretion of KHaine Photography

Preparation

- Prior to the shoot we will discuss your requirements and if can provide me with a brief it will ensure you get the images you want.
- I am happy to accommodate Ad-hoc request on the day as long as they do not extend the shoot time by more than 15mins.
- Additional requests that extend the shoot beyond 15 minutes may incur additional charges

Liability and indemnity

- I'll take every care in carrying out your portrait photography but I won't be liable for any loss or damage you or any third party suffers as a result of using or reproducing any picture I take.
- You must satisfy yourself that you have all necessary rights, model releases or consents. You indemnify me against any loss as a result of failing to obtain any such release or consent.
- As your professional portrait photographer I take great care to prevent the loss of, or damage to, your images. I back up digital images to separate storage media and off-site storage. Although extremely unlikely, the possibility of images being lost, stolen or destroyed for reasons beyond my control does still remain. In these circumstances my liability is limited to the return of fees paid for the service or part thereof according to the percentage of original images I'm able to supply.

Illness

- If I am too ill or injured to carry out your shoot and I cannot supply the services we have agreed, I will do everything possible to reschedule. If I cannot find a suitable date to reschedule liability is limited to a refund of any payments received.

Payment

- You can pay me by Cash, BACS or Cheque.
- You will settle the balance of your account at the end of the shoot, and receive a sales receipt for the monies paid.

The law

- These terms and conditions are subject to and constructed according to English Law.