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## Bar/Bat Mitzvah Terms & Conditions

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It is agreed that the terms set out in this Terms of Agreement and Conditions form is the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing. Professional Touch Ltd TA PROFESSIONAL PHOTOGRAPHY.

**1. Booking Deposit** - The due deposit must be paid by The Client to reserve the event photography services of PROFESSIONAL PHOTOGRAPHY. If you decide to cancel your booking within ten days of the booking date your deposit will be refunded in full. The deposit will not be refundable should a cancellation occur after ten days of the booking date. However, if you wish to change your event date or details within twelve months of the original booked event date, your deposit will be transferable.

**2. Balance Payment** - Your balance payment is due 21 days prior to the event. In the event of a late cancellation after the balance has been paid we regret that there will be no refund of the balance payment.

**3. Venues** - It is the client's responsibility to provide the full postal address of all the venues to be attended by PROFESSIONAL PHOTOGRAPHY.

**4. Cancellation** - The Client may cancel this contract at any time by giving written notice to PROFESSIONAL PHOTOGRAPHY and shall forfeit any monies paid. Should PROFESSIONAL PHOTOGRAPHY receive the cancellation within eight weeks prior to the date of the event The Client will pay the sum of 60% of the current value. The said sum shall be payable as compensation, this amount being agreed the estimated loss to PROFESSIONAL PHOTOGRAPHY.

**5. Insurance** - It is possible to take insurance against the possible event of cancellation. This would cover losses of expenditure due to cancellation of your event plans.

**6. Display** - I hereby allow PROFESSIONAL PHOTOGRAPHY to display any photograph(s) included in this contract in their studio, portfolio's, literature, exhibitions, web site and advertising. If you do not wish your photograph(s) to be used, please notify us in writing prior to your event. PROFESSIONAL PHOTOGRAPHY will make no use of the photograph(s) for other commercial reasons except with the permission of The Client in writing.

**7. Photographs** - All photograph sizes are nominal. PROFESSIONAL PHOTOGRAPHY will provide a pleasing colour balance, but cannot guarantee exact colour matching owing to anomalous reflections caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on media the exact colour as seen by the human eye.

**8. 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. 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 permission of PROFESSIONAL PHOTOGRAPHY in writing.

**9. License** - PROFESSIONAL PHOTOGRAPHY shall be granted artistic license in relation to the poses photographed and the location used. The photographer's judgement regarding the location, poses and number of photographs taken shall be deemed correct. Due to the variations in weather conditions and the willingness of subjects, it may not be possible to capture all the photographs requested.

**10. Attendance** - Your photographer will be in attendance at your event for up to 3 hours starting from arrival, which will be half an hour before the event starts. If a photographer is required for a longer period of time, prior arrangements should be made and appropriate fees paid.

**11. Special Requests** - Special requests are not binding instructions, although every effort is made to comply with the client's request. Any special request not notified in writing to PROFESSIONAL PHOTOGRAPHY must be made by the client to the photographer in writing.

**12. The Photographer** – On occasions and without notice it may be necessary for the photographer originally specified or requested to be substituted by another photographer, (e.g. due to ill health).

**13. Force Majeure or Act of God** - The due performance of this contract is subject to alteration or cancellation by PROFESSIONAL PHOTOGRAPHY owing to any cause beyond their control. In the unlikely event of a total photographic failure or cancellation of this contract by PROFESSIONAL PHOTOGRAPHY liability shall be limited to a full refund of all monies paid.

**14. Proofs/Previews** – Although the photographer will do his/her best to produce the number of proofs/previews set out in as discussed with the client, there is no guarantee that any particular number of proofs/preview prints will be produced.

**15. Re-orders** - All orders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing. Print, reprints, framed prints, title pages and parents albums will be at the price ruling at the time of order.

**16. Retouching** – Retouching, digital manipulation and artist finishing is available to the client as an optional extra.

**17. Negatives/Digital Files** - All negatives/digital files remain the property of PROFESSIONAL PHOTOGRAPHY and shall be kept by them for a period of 10 years from the date of event.

**18. Complaints** - Any complaint should be raised by the Client with PROFESSIONAL PHOTOGRAPHY in writing within 28 days of first becoming aware of the matter to be complained of and in any event within 28 days of receipt of the images.

Name:

Signature:

Professional Touch Ltd TA PROFESSIONAL PHOTOGRAPHY

Company Registered in England & Wales No 7586206

Client Name:

Signature:

Event of:

Address: