

## Terms and Conditions.

In the following Terms and Conditions, 'The photographer' shall mean Nigel Coomber trading as NLC Photography. The Client(s), shall be those persons defined on the booking form. These terms and conditions cannot be varied in any way by the client(s) unless expressly agreed by the photographer in writing. By agreeing to these Terms and Conditions you are also declaring that your pet has no known illnesses such as distemper, kennel cough etc and that the pet has been free of any illness for at least 30 days prior to any photographic session. It is the responsibility of the animal owner to also declare any negative behavioural issues such as biting. No responsibility for any such action will be accepted by NLC Photography. The client understands that animals in groups can often become aggressive and can cause each other minor or severe injury, in such situations if they occur are deemed not to be the responsibility of NLC Photography. If your pet has a known problem with mixing in a group it is the responsibility of the pet owner to declare this prior to any photography session. Only the subjects being photographed may attend the session. Pet owners attending sessions are kindly asked to adhere to any instructions from the photographer and to refrain from interfering with the photographer's work unless mutually agreed. **ABSOLUTELY NO PHOTOGRAPHIC, VIDEO, FILM, DIGITAL, TAPE, CASSETTE OR RECORDING DEVICES OF ANY KIND ARE PERMITTED DURING A SESSION. Please initial for acceptance of these terms**

## Law

These Terms and Conditions shall be governed and construed in accordance with the Laws of England.

## Copyright

Any images or copies of images, whether stored digitally or otherwise and printed documentation relating to such images are protected by the Copyright, Designs and Patents Act 1988. It is contrary to the Act to copy, or allow to be copied by any means, an image created as part of this contract without the permission of the photographer in writing.

## Website Display and Promotional Usage

The client(s) hereby allow the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, websites, sample albums etc. The photographer will aim to keep these images safe from any malicious activity but cannot be held liable or accountable for malicious actions carried out by persons other than NLC Photography employees.

## Liability

The Photographer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to our customers arising from delay in transit. Where work is defective for any reason, including negligence, the photographer's liability (if any) shall be limited to rectifying such defect.

## Personal Accident

Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

## Licence

The Photographer shall be granted artistic licence in relation to the poses photographed, the location used and digital retouching. The Photographers' judgement regarding the locations, poses and number of photographs taken shall be deemed to be correct.

## Photographs and Images

All printed and digital images supplied by NLC Photography are produced to the highest standards using the best quality materials and latest processing techniques. However, all printed images may in time, fade. This is particularly true if they are left in bright sunlight and are not behind glass. NLC Photography cannot accept any responsibility for this gradual image deterioration. All pictures purchased are presumed to have been received in good condition unless the Client notifies NLC Photography in writing of any discrepancy or error within 7 days of receipt.

## Photo Shoot Booking Fee

A booking fee of £30 is charged when the client agrees this contract, this fee is deducted, in full, from the total price of any items purchased. The booking fee secures the time and services of the photographer for the shoot and is non-refundable or transferable in the event of cancellation. No charges applicable if related to a give away promo session only

## Cancellation

When a photo shoot is postponed to a later date, rather than cancelled, the photographer will retain the fee as long as the photographer can re-schedule for the new date and time. Where the client does not re-book the booking retention fee will remain with NLC PHOTOGRAPHY

## Prices

All services and/or goods are supplied at the current prices ruling at the time of each individual payment and are subject to change without prior notice.

## Payment

The remaining balance minus the booking fee, if applicable, is to be paid in cleared funds 7 days prior to the booking date.

## Refund Policy

The photographer will not refund, nor accept the return of/refusal to pay charges for, any technically acceptable photograph supplied either in print or in electronic format. No exception can be made as we cannot be held responsible for individual tastes or exceptions. Please ensure that you have viewed examples of the work to be undertaken by NLC Photography prior to the acceptance of this agreement.

## Storage of Images

Original digital images are kept on an active web album for three months minimum, after which time the digital images may be archived and destroyed after 12 months

## Complaints

Any complaints should first be raised by the client with the photographer in writing within 14 days from the date of receipt of images. The Photographer reserves the right to amend these Terms and Conditions without prior notice.

## Pet Model Release

Date of pet session:

Pet Name:

Owners Name:

Owners Address:

Email:

Phone:

Owners Signature:

Photographer's Signature

Date: