

TERMS & CONDITIONS

1. Data Protection

1.1 Your personal data will be treated as strictly confidential and will only be shared, where necessary, to fulfil your order with Eventus Photography. Your order will be processed and produced by Eventus Photography.

1.2 Images from your session may be retained on hard disk or cloud-based storage for as long as is practically possible should future orders of additional products be required. If you do not wish us to retain copies of images from your session after your order has been delivered, then you must inform us in writing.

2. Commission

2.1 The client engages the photographer to carry out the commission for the fee.

3. Copyright

3.1 The entire copyright of the photographs is retained by the photographer at all times throughout the world.

3.2 The client must not copy, digitise or reproduce the prints in any way nor suffer or permit any third party to do so without written consent.

4. Delivery

4.1 The photographer shall deliver the products or services by the delivery date stated at the time of the shoot.

4.2 The time for delivery shall not be of the essence of the contract.

4.3 The photographer shall not under any circumstances be liable to the client for any loss, whether direct or indirect, or for loss of profit, occasioned by late delivery or on any other grounds whatsoever.

4.4 Images shall be chosen by the client, or their guests, on the date of the photo shoot, unless agreed otherwise in writing. Failure to do so may result in an administrative charge of £25 to activate any online gallery/viewing platform. Delivery charges will also apply.

4.5 Failure by the client, to communicate order requirements or intentions regarding an order not yet placed will result in images from your session being deleted after 3 months from the date of your session.

5. Photographer's right to use photographs

5.1 The photographer retains the right in all cases to use the photographs in any manner, at any time and in any part of the world for any purpose, including sales, advertising or otherwise promoting his or her work.

6. Payment

6.1 Payment by the client of the deposit for the services is due immediately on the issue of the relevant invoice. Any invoice not paid in full within 7 days of date of issue is subject to cancellation and the price quoted at the time of the original order may not be guaranteed.

6.2 Payment by the client of the full fee for the photographs and/or services is due immediately on the issue of the relevant invoice. Any invoice not paid in full more than 30 days before the date of the event is subject to cancellation and the price quoted at the time of the original order may not be guaranteed.

6.3 It is occasionally necessary to implement price increases that reflect changing economic conditions. Prices are therefore subject to change and will only be confirmed once the order has been accepted by the photographer.

7. Expenses

7.1 Where extra expenses of time are incurred by the photographer as a result of alterations to the original brief for the commission by the client, or otherwise at their request, the clients shall be liable to pay such extra expenses or fees at the photographers standard rates in addition to the expenses as having been agreed or estimated.

7.2 The session shall take place at the agreed venue specified at time of booking. Changes to the location after the booking deposit/fee has been paid may result in additional travel expenses/charges.



8. Cancellation or rejection

8.1 All pieces are bespoke to individual customer requirements and as such once the order has been paid for, it cannot be changed, cancelled or refunded.

8.2 There is no right to reject the photographs on the basis of style or composition nor to reject the photographs on the basis of any alleged discrepancy between the colours of the photographic image and the actual colours of the subject matter of the photographs if any such discrepancy arises by virtue of technical deficiencies in the digital processes. The photographer shall not under any circumstances be liable to the client for any loss, whether direct or indirect, or for loss of profit, occasioned by the failure of any digital photographs supplied to reproduce acceptably.

9. Session cancellation & postponement

9.1 If the client wishes to postpone the agreed photography session, written notification within 28 days of the initial notice to postpone must be given to propose alternative dates. Rearranged dates will be subject to availability. Failure to do so will result in cancellation of the session and retention of the booking fee/deposit.

9.2 The client has the right to cancel their session within 14 days of payment of the booking deposit/fee and a full refund of the booking deposit/fee shall be made on the condition that the photo shoot has not yet taken place, or is scheduled to take place within the next 30 days.

10. Digital images

10.1 Digital images are not included with purchases of prints unless specified as such. Digital files are available to buy as part of our packages, as indicated in the price guide and on our website and will be specified as individual line items on the order/invoice where applicable.

10.2 For some public events, digital files are available to buy as individual items from our website.

10.3 Purchased digital images will be supplied with print release rights, entitling the client to make unlimited printed copies for personal (non-commercial) use. This does not affect copyright (fig. 3)

10.4 Digital images shall be provided in the original aspect ratio (typically 4:3) JPEG format only and will be delivered via download unless otherwise specified on the order/invoice. Files will be available for download from the specified location for a period of 28 days from initial delivery unless otherwise agreed in writing.

10.5 It is the client's responsibility to maintain the integrity of any purchased digital images once downloaded. The photographer is not liable for any loss or damage of digital images once downloaded by the client. If the client requires secondary delivery/download of purchased digital files, administrative charges may be applied.

10.6 The client is not permitted to edit or allow any third party to edit purchased digital images in any way (inclusive of social media filters), with the exception of basic adjustments necessary for printing (such as cropping, resizing etc.).

11. Force majeure

11.1 The photographer shall not be liable for any failure in the performance of any of their obligations caused by factors beyond their reasonable control.

12. Applicable law

12.1 This agreement shall be governed by the laws of England and Wales.