



is PHOTOGRAPHY

Terms and Conditions – updated 2020

TERMS AND CONDITIONS - CIA PHOTOGRAPHY

ADMINISTRATION FEE

An administration fee of £100.00 is required to secure the date.

This covers initial meeting and administration costs.

Dates are reserved only when the booking fee is paid.

This sum will apply towards the contract fee.

TERMS

It is mutually agreed that the following terms and conditions form an integral part of this contract/invoice and that no variation or modification of this contract shall be effective unless accepted by CIA Photography (also called "the Photographer") in writing.

To secure your booking you must complete:

Online Booking Form

Contract Agreement

Confirm T&C acceptance

£100 administration charge (deductible from total package cost)

PHOTOGRAPHER

WE will where possible supply the photographer you have booked however if events beyond our control necessitate a replacement photographer this may be advised in advance of the event. The client can choose to reject this and receive a refund of any fund paid. Where sickness or events beyond our control occur at short notice we will provide a replacement photographer.

LIABILITY

Liability is limited to the service booked by the client – no further monetary value will be discussed above the funds paid to CIA Photography for the event.

We would recommend wedding photography insurance to cover your event.

PAYMENTS

The balance of the payment for the services contracted for must be paid for 10 days before the wedding date.

Payment for additional photographs and albums should be made when these products are ordered.

No wedding shall be undertaken unless the balance is paid in full before the event.

CANCELLATION

In the event of the Client cancelling a booking for wedding photography CIA Photography reserves the right to charge a cancellation fee in accordance with the following scale:

50% of the agreed fee if cancelled less than 6 months prior to the wedding date.

100% of the agreed fee if cancelled within 7 days of the wedding date.

Should the cancelled wedding turn out to be a postponement, then subject to availability on a new date, monies other than the booking fee may be applied to the new wedding.

In the event of CIA Photography having to cancel photographing the event due to illness, accident or act of God, any fees paid, including the deposit, will be returned to the Client. Liability is limited to the amount paid by the client to CIA Photography for any cancellation reason.

In this instance CIA Photography will also do their utmost to provide a recommended alternative photographer from a list of professional contacts.

WEATHER AND/OR DELAYS

Weather permitting, the photographs will be taken as agreed. In the event of inclement weather the photographer, in co-operation with the Client, will make the necessary changes to the schedule and will do our best to produce coverage of the wedding within the time allocated to CIA Photography.

Similarly, when delays occur due to circumstances outside our control, the photographer will stay on beyond the agreed time if requested but may charge an additional fee for extra time involved.

REQUESTED PHOTOGRAPHS

CIA Photography will honour requests for specific photographs subject to the following: weather and time permitting; availability and the co-operation of the person(s) concerned. Lists can be supplied by the client however it will be approached with "best endeavours" – The total coverage of the day will be priority

COVERAGE

CIA Photography cannot be held responsible for the lack of coverage caused by the bride, bridegroom or other members of the wedding party not being ready on time, nor by restrictions placed on the photographer by officials of the church, register office or licenced marriage venues. CIA Photography does not guarantee any specific picture nor to include any specific background, location, props, or arrangement, although every effort will be made to interpret the Client's wishes. CIA Photography is limited by the guidelines of the ceremony official or reception site management. The Client agrees to accept the technical results of their imposition on the photographer. Negotiation with the officials for moderation of guidelines is the Client's responsibility.

CIA Photography shall make decisions on the lighting, location and content of the photographs taken on the day. These will be deemed correct. CIA Photography will offer technical recommendations only.

The client may discuss lighting, location and content mutually before the event.

CIA Photography recommends a minimum of three hours after your ceremony excluding transport time for your main bridal party / couple shots to take place. Should you decide to take less time than we advise CIA Photography cannot guarantee full complete coverage of your event.

Only the bridal party should attend the main photo shoot. This will enable us to take all combinations and keep the shoot controlled and well organised. We recommend around 15 formal photographs to maximise the available time to interact with guests and opportunity for couple photographs.

COLOUR MATCHING and SIZES

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibres, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, CIA Photography will endeavour to achieve a pleasing overall colour balance based on natural flesh tones. It is understood that some colours may not remain consistent throughout a set of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not be identical over the whole range within a subject. The colour balance of prints made at different times or in varying sizes may also be variable. Due to the limitations of computer monitors it is understood that images may appear differently according to the specification of each monitor and that prints will not match images rendered on any particular computer monitor.

Images will be supplied in a high resolution JPEG format. No RAW images will be supplied to the client.

COPYRIGHT

The copyright in all photographs created by CIA Photography shall remain our property in accordance with the Copyright, Design and Patents Act 1988. The Client(s) shall have no right to reproduce, nor to authorise the reproduction of, by any means whatsoever, any photographs created by CIA Photography without their permission. This includes photocopying, scanning into computer, photographing with a film or electronic camera, including a video camera, and producing either a hard copy on paper, film, or similar medium, and also recording an electronic image on a computer hard disc, or any tape, disk or other recording medium. Nor is it permitted to transmit or allow to be transmitted such images by cable, radio waves or the internet. The Client(s) hereby acknowledges that infringement of CIA Photography's copyright is unlawful and may be a criminal offence.

CIA Photography grants the wedding party a limited license to print photographs for friends and family only.

CIA Photography accepts no responsibility for the quality and colour reproduced from third party printers of images taken from Copyright free images supplied, due to variations in paper and third party printing processes and profiles.

GENERAL DATA PROTECTION REGULATION

CIA Photography takes your privacy and the handling of your data seriously. In order to comply with the General Data Protection Regulation there may be times when you will be asked to specifically opt in to receiving communication from us and to sharing your data.

Any data collected, including, but not limited to, your names, email addresses and mailing address are used solely in the provision of photographic services, are stored securely on a purpose-built database and are never shared with any third parties.

In the case of an initial enquiry we will ask for details including your name(s), email addresses, wedding date and venue(s) in order to provide a quote and an indication of availability. This will be stored for an initial period of 6 months in order to respond to enquiries promptly and to best serve potential clients.

In the case of a confirmed booking, as part of the contract between both parties, we will request certain information, including your mailing address and your signature in addition to the above.

In order to create and deliver photographic services and to deliver the comprehensive coverage seen in my portfolio, it is also necessary that we store images of your likeness, both of yourselves as signatories and, in the case of weddings, of your families and guests, as both jpg and RAW files on secure storage. These are stored separately from your full names and other data, and the two are never associated.

YOUR RIGHT TO ACCESS

You are able to request, on demand, all data that How Photography, as a business, holds on you. This will be provided as an electronic report.

Your right to be forgotten

You have the right to withdraw your consent to have your data stored at any time. If you choose to do this, please email info@ciaphotography.co.uk stating so.

NEGATIVES / DIGITAL RAW FILES

All negatives and electronic images created by CIA Photography shall remain the property of CIA Photography who will undertake to store all such negatives safely and make them available for future reproduction.

Photographic prints will become and remain the property of the Client(s). However the Client(s) specifically acknowledge that ownership of prints does not imply ownership of the copyright in the images on them, or any right to reproduce, or authorise the reproduction of, such images.

All images are photographed on professional grade digital SLR or mirrorless systems. All images are captured in RAW digital negative format.

The RAW images cannot and will not be supplied to the client in any circumstances.

On initial review any images deemed not to present the client or our work in the best possible way are deleted from the archive without exception.

IMAGES WILL BE STORED FOR 5 YEARS ONLY

DELIVERY TIMES

Graphistudio album layouts and similar digital album layouts incur a £100 minimum fee to alter once published.

Image turnaround time is approx. four weeks after event date, to maximum of twelve weeks.

Album layout is approx. four weeks after submission of selection, to maximum of eight weeks.

Album printing and supply from Italy is approx. six to twelve weeks after layout is approved.

Where an order for an album is placed longer than sixty working days after the event no turnaround times can be guaranteed. Orders made after this date will be completed as quickly as possible based on CIA Photography's active commitments at the time.

ALBUMS

CIA Photography will supply the album and number of pages that has been ordered subject to any variations that CIA Photography or the Client may make. Any variations over and above that originally ordered by the Client will be charged at the rate current at the time of commission and will be added to the cost of the services over and above the details in the online booking form.

Delivery times are defined by our suppliers and currently average eight weeks from client approval of layout.

MODEL RELEASE

The Client hereby grants to CIA Photography and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Client or in which the Client may be included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

The Client hereby releases CIA Photography and its legal representatives and assigns from all claims and liability relating to said photographs.

Force Majeure and Safe Environment Clause

If CIA Photography cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority, national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to Photographer's illness or injury, whether or not foreseeable ("Force Majeure Event"), then CIA Photography will give notice to the Client as soon as reasonably practicable after they determines that a Force Majeure Event will or may prevent CIA Photography from performing under this Agreement. CIA Photography shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but CIA Photography may, at their discretion, work with the Client to find an alternative date for the Event that is suitable to both Client and Photographer. To the extent the Parties cannot agree on a suitable replacement date consistent with CIA Photographer's availability, CIA Photographer may also, in its sole discretion, refund fees paid to Photographer under the Agreement, less any amounts necessary to cover expenses and work (based on time spent by CIA Photography) already performed by Photographer related to the Event, including, but not limited to, pre-wedding communications, development of timelines, and preparation of gear for the Event (the "Refund Amount"). In the case of a Force Majeure Event, CIA Photography shall have no additional liability to Client with respect to this Agreement beyond that described in this Section and below.

In the case of a Force Majeure Event that impacts CIA Photography individually, but does not otherwise impact the Event, including, but not limited to, illness or injury to Photographer, Photographer shall make reasonable efforts to suggest a replacement photographer for the Event. Should Client not accept a replacement photographer selected by Photographer to perform Photographer's obligations under the Agreement, Photographer shall refund the Refund Amount and shall have no further obligation to perform under the Agreement. Where the full balance has been paid this will be refunded excluding any reasonable costs already taken before the event.

Client understands that CIA Photography works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations. Client further understands and agrees that CIA Photography shall not be required to perform under

this Agreement if the Event is held in violation of a Governmental Order or Photographer's participation in the Event would violate a Government lockdown or order. Client also understands and agrees that CIA Photography is not obligated to continue to perform under this Agreement if the Photographer's personal safety or well-being has been or will be comprised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

COVID 19

Where required – we will undertake a COVID 19 risk assessment prior to the event.

We will follow advice the advice and any legal obligations remating to Covid 19 that the Government may put in place.

Where an event is cancelled due to Covid 19 we will endeavour to support a new date

Where we are unable to provide the booked services due by Covid 19 a replacement photographer or refund in full will be provided.

Fireworks / Sparklers /Smoke Bombs

These will not be supplied by CIA Photography

These will not be used by CIA Photography and are used at the guests own risk

We may record and photograph events where these are used with no direction or input from CIA Photography at the customers request

PHOTOBOOTH OPERATION

Please see separate terms and conditions for the Photobooth if this service has been booked.

A risk assessment will be undertaken as part of our insurance requirements – if the venue or location does not meet the terms of this assessment the booking cannot take place and full funds will be returned to the client.

DECLARATION

By submitting the online booking form and paying a £100 payment towards the service cost we are entering into a legally binding contract. We thereby confirm the booking for Wedding Photography Services as requested and have read and understood the Terms & Conditions of business printed above.

PAYMENT

The remainder of the balance outstanding for the chosen package is due for payment 10 days before the wedding date as detailed on the online booking form.

Payment can be made by BACS or cash in person only. Other methods may be available through mutual discussion.

CIA Photography

www.ciaphotography.co.uk

info@ciaphotography.co.uk