

# TERMS + CONDITIONS

In the following terms & conditions, “the photographer” shall mean Julia Tolkaciova also known as Julia Tolkaciova Photography “The clients” shall be those persons/companies defined as the booker on the contract. These terms & conditions cannot be varied in any way by the clients unless such conditions are expressly agreed by the photographer in writing.

## 1. Cancellation

- In the event that Julia Tolkaciova Photography cannot attend for any reason beyond their control, death, accident or illness or for any other reason then Julia Tolkaciova Photography will not be liable to compensate the client except to return any monies paid to date. In this event, Julia Tolkaciova Photography will make every effort possible to provide a substitute photographer with similar skills and experience.
- If the client(s) should have to cancel a booking the following cancellation fees will become due immediately upon cancellation:
  - Within 30 days of the event 50% of the value
  - Within 7 days of the event 100% of the value
- Deposits/Holding fees are non-refundable

## 2. Right To Withdraw

- Julia Tolkaciova Photography’s discovery of new information: for example, changes to agreed terms, changes to location, changes to times or other factors that may disturb proceedings that have already been agreed upon at the initial booking also non-cooperation from clients ie: missed meetings, non-payment or late payment of invoices, late arrival at meetings then Julia Tolkaciova Photography have the right to withdraw.
- Should Julia Tolkaciova Photography withdraw from the contract all fees paid will be returned excluding the initial Holding Fee as they are non-refundable (see cancellation above), as well as fair market value for products or services delivered, in this circumstance a charge of £200 per hour is for services already provided to the client(s). Should the photographer’s personal safety or the safety of their equipment come under threat during the photographic shoot, the photographer may cease their duties immediately if part of the photographic shoot is missed due to safety issues this is not the responsibility of Julia Tolkaciova Photography and no refunds will be given.

### 3. Booking/Payments

- A non-refundable booking fee of £150 and a signed copy of the “Event Photography Booking Form” will confirm your booking, as well as full acceptance of the terms and conditions and privacy policy.
- Dates are only reserved/booked when a Booking Form is signed and submitted to Julia Tolkaciova Photography with the Booking Fee of £150.
- Payment in full of the remaining balance will be due 14 days before the photographic shoot.
- Part/full payment(s) can be made at any time during the booking, all payments should be made via bank transfer to the details provided on the submission of the contract.
- Any late payments will incur additional charges, the amount will depend on the image licence granted and the use of the image(s) within accordance to that licence
- Additional goods ordered must be paid for in full at the time of ordering.
- Titles to all goods remain with the photographer until paid for in full by the client(s)

### 4. Limited Liability

Julia Tolkaciova Photography takes care with respect to the exposure, transportation and processing of images, including the use of professional equipment and professional backup equipment. However, in the unlikely event that the client(s) photographs are lost, stolen or destroyed for reasons within or beyond Julia Tolkaciova Photography’s control, the liability is limited to the return of all payments received for the contracted package described in your Contract. Your statutory rights are not affected. Julia Tolkaciova Photography has full public liability and professional indemnity insurance. The total limit of liability shall not exceed the total package price stated in the Contract.

### 5. License, Use, Coverage & Reproduction

- Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer(s) will not be responsible for photographs that are not produced due to technical failure.
- Due to a variety of lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs, however, every effort is made to balance those during the editing process.
- The photographer shall be granted an artistic license in relation to the poses photographed and the locations used. The photographer’s judgment regarding these matters shall be deemed correct.
- Photographs taken during the course of the event will be at the discretion of the photographer(s) although every effort will be made to comply with the client’s requirements.
- The License to Use comes into effect from the date of payment of the relevant invoice(s).
- No use may be made of the Photographs before payment in full of the relevant invoice(s) without the Photographer’s express permission in writing.

- Any permission that may be given for prior use will automatically be revoked if full payment is not made by the due date or if the Agency is put into receivership or liquidation.
- Where restricted in the Agreement, permission to use the Photographs for other purposes will normally be granted upon payment of a further fee to be mutually agreed.
- A written agreement must be reached with the Photographer before the Photographs may be used for other purposes.
- Where the use of images breaches the Licence to Use, further charges may apply.
- Any reproduction rights granted are by way of licence only and no partial or other assignments of copyright shall be implied.
- On the Client's death or bankruptcy or (if the Client is a Company) in the event of a Resolution, Petition or Order for winding up being made against it, or if a Receiver or an administration is appointed, any licence granted shall immediately cease.
- A description of the intended usage of images must be disclosed on booking, for example, to use Commercially please state so, for Public or Consumer Use please state so.
- The type of Licence To Use provided will depend on your selection of the Contract.
- Images must NOT be altered in any way, this includes editing, filters, cropping or adding text without permission from Julia Tolkaciova Photography.
- Images must NOT be given to or used by suppliers without permission from Julia Tolkaciova Photography.

## 6. Images & Digital Images

Julia Tolkaciova Photography will provide a collection of edited images to the client(s) in a private online viewing gallery. The images will be provided as high-resolution JPEG files. No guarantee will be made on the total number of images provided. The images provided will be deemed the full and final collection and under no circumstances will RAW files ever be released. Julia Tolkaciova Photography will digitally archive and store your images for a period of 3 months after your photographic shoot date. It is, therefore, the clients(s) responsibility to back up and stores their images.

## 7. Advanced Retouching

The images provided to the client(s) will have been edited to the correct exposure, colour, contrast and tone in line with the artistic vision of Julia Tolkaciova Photography. Advanced Retouching is not included in the package price, eg: total skin smoothing, teeth whitening, skin imperfection removal, removing stray hairs or smudged makeup, removal of objects, swapping a face from one image to another, brightening of eyes, and body shaping or slimming enhancements). A quote can be provided upon request for advanced retouching, please contact us for more details.

## 8. Ownership

- The Copyright Designs and Patents Acts assign the copyright of the images to the photographer. The client will be granted printing and duplication rights as standard.
- All digital negatives (computer files) remain the property of the photographer. The client will be supplied with a copy of the edited digital negatives for their own non-commercial use as standard.

## 9. Display & Model Release

- Julia Tolkaciova Photography may use images from the shoot to help promote our business, images may be used on, Social Media platforms, Marketing Material, Website

## 10. Force of Nature

- The photographer will endeavour to put the client(s) in touch with another photographer in the event they are unable to attend on the photographic shoot date due to any cause beyond their reasonable control e.g. sudden illness, injury, victim of crime, flooding etc.
- In the event of cancellation by the photographer, or in the very unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid. Excluding any work completed such as test shoots or travel prepaid to meetings etc. The photographer's costs of goods already received will be taken from the refund.

## 11. On The Day

The photographer will not be held responsible for interruption on the day of the photographic shoot by person, employees, models, staff, venue or such as force of nature, burst pipes, fire or any other situation deemed to be a health & safety hazard by the venue which results in an evaluation or stops the proceedings.

## 12. Privacy

Julia Tolkaciova Photography has a privacy policy and will store your contact details on a private internal database. These details will not ever be made available to companies or individuals outside of Julia Tolkaciova Photography.

## 13. Severability

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

#### 14. Personal Accident

Any directions issued to the client(s), their guests or employees during a photographic shoot are deemed to be at said person's own risk, the use of props such as smoke effects, additional lighting or costume. Julia Tolkaciova Photography will not be held responsible for any personal accidents, or damage to client (s) property, clothing or other during a photographic shoot.