

TERMS & CONDITIONS OF TRADE for URBAN GUPPY PHOTOGRAPHY AND DESIGN 2020©

Definitions

This agreement contains the entire understanding between 'Urban Guppy Photography and Design' and the 'client'. It supersedes all prior and simultaneous agreements between the parties. The only way to add or change this agreement is to do so in writing, signed by all parties. In the event that any part of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall remain valid and enforceable. Any agreement to waive one or more provisions of this agreement or any failure by one or both parties to enforce a provision of this agreement shall not constitute a waiver of any other portion or provision of this agreement.

Booking Fee Payment

A 50% non-refundable booking Fee is required to confirm the date and time of the session booking of Urban Guppy Photography and Design. The Booking fee is being paid to secure 'Urban Guppy Photography and Design' (the photographers) services for a particular date, that securing such services prevents 'Urban Guppy Photography and Design' from booking other 'client's, and that economic loss will result if the photographers do not collect the fee. Bookings are made on a strictly first-come first-serve basis. Session dates will only be secured upon receipt of both the non-refundable booking fee.

Prices

'Urban Guppy Photography and Design' is not VAT registered, thus does not charge VAT on products or services. Services, products or merchandise not included in this initial contract (at time of booking), will be sold at the current price when the order is placed. All prices and specifications are subject to change at any time without notice. Credit vouchers have no intrinsic cash value and may only be applied toward merchandise purchased from 'Urban Guppy Photography and Design' directly.

Session

The 'client' agrees to the session via email and will confirm the booking by placing a 50% deposit. The session will go ahead as planned unless valid reasons for cancellation are in place. The 'client' and 'Urban Guppy Photography and Design' agree that cooperation and punctuality are essential to accomplish the goals and wishes of all parties. Shooting commences at the scheduled start time and ends at the scheduled end time.

Weather

Weather permitting the photographs will be taken as agreed. In the event of inclement weather, the photographer, in cooperation with the 'client' will make necessary changes to the session.

Capture & Delivery

'Urban Guppy Photography and Design' is not liable to deliver every image taken at the session. The determination of images delivered to the 'client' is left to the discretion of 'Urban Guppy Photography and Design'.

Post Production & Editing

The final post production and editing styles, effects, and overall look of the images are left to the discretion of 'Urban Guppy Photography and Design'. All edits are final and images shall not be re-edited once post production has been completed.

Digital Files

Once payment has been received and post production completed, proofs will be uploaded onto the Urban Guppy site with a secure password from where 'the client' can purchase prints. Once images are selected by the 'client', depending on agreed contract, the client will receive high resolution digital downloads or a USB with the selected high res jpeg (digital) files @ 300dpi. The 'client' shall be solely responsible for the safekeeping, storage and backups of their images. 'Urban Guppy Photography and Design' does not offer any guarantee for future storage or retrieval of archive files, once the 'client' receives the digital files. Duplicate USB will incur additional charges.

Copyright

The intellectual property rights (IPR) and copyright of all images created will remain that of 'Urban Guppy Photography and Design'. The photographs produced by 'Urban Guppy Photography and Design' are protected by Copyright Law (all rights reserved) and may not be reproduced in any manner without 'Urban Guppy Photography and Design's' explicitly written permission. If the 'client' has purchased a "digital download / Image USB" from 'Urban Guppy Photography and Design', 'Urban Guppy Photography and Design' grants the 'client' a Single Usage or multiple usage, as specified in the booking confirmation, including permission to share the images on social networking websites with family and friends, and on vendor websites as long as the images remain unaltered and textual credit is explicitly given to 'Urban Guppy Photography and Design'. The 'client' must obtain written permission from the 'Urban Guppy Photography and Design' prior to publishing. The 'client' may not resell images. Under our terms and conditions, 'Urban Guppy Photography and Design' reserves the right to use any image for publicity or advertising purposes without any compensation to the parties involved. The 'client' hereby acknowledges that infringement of 'Urban Guppy Photography and Design' copyright is unlawful and may be a criminal offence.

Limit of Liability

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond 'Urban Guppy Photography and Design's' control, including but not limited to camera, hard drive, or equipment malfunction, 'Urban Guppy Photography and Design' liability is limited to the return of all payments received for the sessions.

Cancellation Policy

If the session is rescheduled, postponed, or cancelled due to unjustified reasons or if there is a breach of contract by the 'client', the booking fee is non-refundable. However, there is currently a lenient approach due to the Covid-19 pandemic. For all other cancellations the 'client' shall be responsible for payment for any of 'Urban Guppy Photography and Design's' materials charges incurred up to time of cancellation.

Terms and Conditions subject to change.