

Terms and conditions of Fells Fotos

1. Purpose

These Terms and Conditions contain the entire understanding between the Photographer for and on behalf of Fells Fotos 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 both parties.

2. Reservation

Upon your signature, Fells Fotos will reserve the time and date agreed upon, and will not make other reservations for that time and date. For this reason, the Reservation Deposit is non-refundable, even if the date is changed or event cancelled for any reason, including acts of God, fire, strike, and extreme weather. The Reservation Deposit is to be paid at time of signing the contract. The Reservation Deposit is applied towards the contracted Assignment Package. Client understands and agrees that the entire amount owed for the Assignment Package described in the contract is due on the day of the Assignment, or, on the Outstanding Balance Due date (if specified). Client agrees if the balance is not paid by this time, Fells Fotos will not photograph the Assignment, with a loss of Reservation Deposit by Client and no liability to Fells Fotos.

3. Pre-Assignment Consultation

The parties agree to a pre-assignment consultation before the Assignment in order to finalise the actual shooting times, locations, and Client's request list (in writing) for specific photographs. The Client will be responsible for, or have someone designated, to identify people (or objects) of which specific photographs are desired. Fells Fotos will not be held accountable for not photographing desired subjects if there is no one to assist in identifying said subjects.

4. Shooting Time / Additions

The photography schedule and selected methodology are designed to accomplish the goals and wishes of the Client in a manner enjoyed by all parties. The Client and Fells Fotos agree that cheerful co-operation and punctuality by all members of the Assignment staff are therefore essential to that purpose. Shooting commences at the scheduled start time agreed by both parties. Should additional photography and/or travel time, that is not included in the agreed package, be requested by the Client, it will be charged out at the rates specified in the Assignment Package, rounded to the nearest half hour.

5. House Rules

The Photographer for Fells Fotos is limited by the guidelines of assignment officials and/or assignment location site management. The Client agrees to accept the technical results of their imposition on the Photographer for Fells Fotos. Negotiation with the officials for moderation of guidelines is the Client's responsibility; the Photographer for Fells Fotos will offer technical recommendations only.

6. Digital Negatives, Prints and Copyrights

The Copyright in all photographs created by Fells Fotos shall remain the property of Fells Fotos in accordance with the Copyright, Design and Patents Act 1988. The Client(s) shall have no right to reproduce, or to authorise the reproduction of, by any means whatsoever. 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 disc or 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 copyright is unlawful and may be a criminal offence. Fells Fotos 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.

7. Model Release

The Client hereby grants to the Fells Fotos and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of the Assignment, its guests, attendees, and officials for editorial, trade, advertising, stock, commercial, for images on Web Gallery 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 Fells Fotos and its legal representatives and assigns from all claims and liability relating to said photographs.

8. Exclusivity / Guest Photography

If the photographer is the sole professional photographer at the Assignment (as specified in the Assignment Details), it is understood that the photographer for Fells Fotos will be the only one allowed to photograph the event. In which case, amateur photographers may take photos during the event if they do not interfere with the contacted Photographer and are not shooting the Photographer's same posed shots. If a problem arises with any guest or attendee(s) the On-site Assignment Contact will be advised to handle the situation politely for Fells Fotos by enforcing the conditions of this agreement.

9. Co-operation of Guests and Other Service Providers

The Client is responsible for the conduct of the guests. Co-ordination with other service providers may be necessary to complete all the photography as scheduled. The Client should share the photography schedule with other service providers to make sure that there are no conflicts with times. In addition, events during the Assignment should be planned to make the best use of time for all vendors. Fells Fotos will not tolerate verbally or physically abusive behaviour, nor will Fells Fotos share its time or compete with guest photographers for the attention of the subjects. Unchecked guest conduct that interferes with photography will seriously affect the quality of the photographs taken and increase the number of photos that must be created. If the Client is unable to control the conduct of the guests or if the conduct of any of the Assignment guests damages any of the equipment of Fells Fotos, it will result in the early or immediate departure of the photographer for Fells Fotos. The Client understands that in such an event, no refund will be given.

10. Completion Schedule

The Client agrees that no part of the Assignment Package, including previews (if any) will be delivered until the Outstanding Balance is paid in full. Digital processing takes approximately up to 28 days and possibly longer when print-processing schedules are heavy.

11. Payments

The Client agrees that the Reservation Deposit is required at the time of signing the contract and the Outstanding Balance is due on the day of the Assignment, or on the Outstanding Balance Due date in the Assignment Package Summary, if specified.

12. Penalty fees & Charges

There is a £10.00 charge for payments returned by the bank for any reason. There will be a £10.00 late payment fee for any payments that are not postmarked or delivered to the Fells Fotos by the required date.

13. Right of Withdrawal

Fells Fotos' discovery of new information, changes, or other factors tending to circumvent its policies could result in its withdrawal. Non co-operation; changes of locations; facilities or times available; missed appointments; bad or returned cheques, or late payments are examples of contributing factors. Should Fells Fotos initiate the withdrawal, all fees and deposits will be returned, expecting fair market value for all services/products already provided. In case of withdrawal, £50.00 per hour is billed for all photography services already provided and £40.00 for all other services, consultations, and all travel time, rounded up to the nearest half-hour. If Fells Fotos withdraws – the Client will not be billed for any services in excess of their deposits (except if deposit was in form of returned cheques).

14. Limit of Liability

In the unlikely event of severe medical, natural, or other emergency it could be necessary to retain a different photographer. Fells Fotos will make every effort to secure a skilled replacement photographer. If the situation should occur and a suitable replacement is not found, responsibility and liability is limited to the return of all payments received for the Assignment Package. Fells Fotos takes the utmost care with respect to exposure, transportation, and processing the photographs including using professional grade equipment and professional grade backup equipment. However, in the unlikely event those photographs have been lost, stolen, or destroyed for reasons within or beyond the Photographer's control, Fells Fotos liability is limited to the return of all payments received for the event package

15. Non-Guarantee

Although every possible care will be taken to produce photographs of all important and special moments during the Assignment, Fells Fotos cannot place an unconditional guarantee on the above. Fells Fotos will not be held responsible for any ruined photographs due to guests' (or any other) flashes; or any other ruined photographs due to any other cause in or outside of Fells Fotos' control.

16. Performance

The performance of this contract on behalf of Fells Fotos shall be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and / or conditions beyond its control.

17. 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.

18. Amendments

This contract has been freely negotiated and shall be recognised as the entirety of the agreement, and only those changes or modifications specifically placed in writing, attached, signed and dated by the Client and Fells Fotos at the time of this signing shall be recognised as amendments to this contract.

19. Reprint Orders

If a disc of the digital photos is not part of the agreed Assignment package, reprints (or additional prints) of photos and other products may be ordered by the Client, through Fells Fotos, or Online Web Gallery, if included in the package, at listed prices

20. Studio Sessions

In the case of Studio Sessions, a £20.00 non-refundable Reservation Fee will be required at the time of booking. This fee will be deducted from photo prices from the session. In the case of Fells Fotos cancelling a session, liability will be limited to the return of the £20.00 Reservation Fee only.

21. Colour Matching and Sizes

Owing to photo chromatic anomalies caused by a combination of certain dyes and materials, especially in man-made fibers, it is sometimes impossible to record on camera the exact colour of materials as perceived by the human eye. When processing images, Fells Fotos 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 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. Where images are made available for use on a DVD player, reasonable steps are taken to ensure compatibility, but DVD discs may not play on all DVD players, particularly older models. All print and presentation sizes quoted are approximate and subject to the discretion of the photographer for Fells Fotos.

Please sign:

I have read and understood the above Terms and Conditions for Fells Fotos .

Signed.....

Name: (Print).....

Company/Event Name.....

Position held.....

Date.....