

Terms & Conditions of Delfanne Photography

GENERAL

1.1 These terms & conditions govern every contract made between Delfanne Photography and the Client for the supply of goods & services made by Delfanne Photography, and supersede any earlier Conditions. They prevail over any written terms & conditions made by the Client.

1.2 Any variation to the terms must be agreed in writing by Delfanne Photography and the Client or its nominated representative.

1.3 The Client warrants that it is the owner of the goods or is acting on behalf of the owner and is authorised to enter into a contract with Delfanne and has the authority to accept these terms and conditions.

1.4 These Terms and Conditions shall be deemed to be made in, governed by and in accordance with the laws of England and Wales and the Client submits to the exclusive jurisdiction of the courts of England and Wales.

DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

“Delfanne Photography” is the registered name for Delfanne

“the Photographer” shall mean Delfanne Photography .

“the Client” shall mean the individual, company or other legal entity which contracts for the Services.

“the Requirements” shall mean the photographic needs specified by the Client, clarified and agreed with the Photographer

“the Artwork” and “the space” shall mean the subject matter and the environment within which it exists.

“the Services” shall mean all services Delfanne Photography agree to provide to the Client, including setting photographic lighting and shooting, image post-processing, server storage, disc burning and delivery, creation of proof and fine art prints and colour management services.

“the Contract” shall mean the Contract for Services between the Photographer and the Client. The formation of the Contract is deemed to be concluded (i) by acceptance of the Photographer’s estimate, or (ii) if no Estimate is issued, at the time of the Client instructing the Photographer to provide the Services.

QUOTATIONS & ESTIMATES

- 2.1 All prices quoted are exclusive of VAT.
- 2.0 Charges for photographic services are based on the time it takes to perform the service.
- 2.2 Estimates on timings and costs are available after a) the Photographer has made a site visit, or b) the Client has sent the Photographer visual and written details of the space and subject matter. An estimate is just to give an idea and does not guarantee that the final charges and timings in the performing and delivery of the service will be as initially stated.
- 2.3 Written quotations are available for artworks shot at the Photographer's studio, they are only available for on-location services, if the Photographer is given exact details of the nature of the work and that the photographer can make a site visit.
- 2.4 Quotations and estimates are only valid if the required service does not change. Quotations remain valid for up to 30 days.
- 2.5 The time based charges of half day & full day rates correspond to periods of 'up to 4 hours duration' and 'up to 8 hours duration'. These periods along with the hourly rate and added time rate begin when the Photographer arrives at the location and finishes when they leave.
- 2.6 Charges for the pre-agreed photography on weekend days are +25% x Full Day rate +hours on Saturday and +50% x Full Day rate +hours on Sunday.
- 2.7 Photographic location shoots that extend over two days will possibly necessitate overnight accommodation and board; this will be pre-agreed at the time of booking and be charged at cost to the Client.
- 2.8 Travel, transportation and delivery are all charged at cost.
- 2.9 Acceptance of our quotations & estimates and making a booking implies acceptance of these Conditions.

BOOKINGS

- 3.1 When a Client makes a booking with the Photographer they are agreeing that they will honour the payment & settlement for the charges of the services booked.
- 3.2 The Client is required to inform the photographer of the delivery date and requirements at the time of the booking, if they do not do so then it is agreed that they do not require a specific time or date, and the Photographer will deliver the images within 7 working days of completing the shoot. The 'Same Day' and 'Next Day' requirement for the post production & delivery of images require prior agreement at the time of booking; there is an extra charge for this.
- 3.3 If a booking is made for services for over a period of more than a day, or a 'blanket' booking is made for longer periods, then it is the duration of that period that becomes chargeable, not just the period that is actually spent performing the service.
The Client can ask the Photographer to bookmark a period of dates that can be postponed or changed up to:
- a) until 1 week before the occurrence of the dates, or
 - b) another party wishes to make a booking on, or
 - c) until a required outgoing cost is required off of the Photographer in order to provide the required service (equipment hire, transportation, etc).

3.4 It is expected that the Client is fully aware of what they require at the time of the booking and shall communicate them to Delfanne Photography. If there are changes to the requirements during the performing of the service that may nullify the original validity of the initial required service, then the initial fee will still be valid along with any extra charges arising from the new requirements, including any downtime due to the changing of service (retrieval or hire of required equipment, re-installation of equipment).

3.5 Should the Client's requirements change after the initial booking, there may be additional costs and changes to the duration and timings of the job. There is also the possibility that it might not be possible to deliver certain services due to limitations out of Delfanne Photography's control. All changes will be required to be agreed in writing before they become valid.

PHOTOGRAPHY

4.1 It is the responsibility of the Client to ensure before all photography starts that:

- a) the Photographer is given any cataloguing and filing naming requirements.
- b) the Photographer is given any sizing & colour formatting requirements as well as any references & targets, that either the client or other contracted parties may need.
- c) the Photographer has been directed as to how the Client would like the work to be documented.
- d) the Photographer is informed what images are required when
- c) all permissions, authorizations and guidance have been given if working within restricted areas.
- e) the artwork is correctly installed & positioned and the space ready for photographing.
- f) the Photographer is notified of any limitations or faults in the supply of electricity supply and lighting.

Failure to ensure these requirements may result in changes in costs and charges, inaccurate and misleading images, as well as charged cancellation or postponing of the service.

4.2 It is the responsibility of the Client to ensure that an authorised representative is available during the shoot to make decisions and agreements on their behalf.

4.3 It may not be possible to deliver the required images or product if the requirements change after the photography has been completed.

4.4 Should there be any change of photographic requirements during the shoot that demand extra shooting and/or processing time, the modified requirements, as well as the additional costs, must be agreed by Delfanne Photography and the Client's authorised representative, first verbally, and then in writing. The Photographer reserves the right to decline a change if it is impractical, equipment needed and timing constraints stop the carrying out of the service: the original estimated charge for original booking will still remain valid and chargeable.

4.5 It is the responsibility of the Client to ensure that artworks sent to Delfanne Photography studio for photographing are packaged properly so that the artworks can be safely unpacked without damaging the artworks. All artworks are returned in the original packaging they were delivered in; if the packaging of the artwork is so impractical that it causes the artworks to be damaged on unpacking, the Client will be required to send adequate replacement packaging to ensure the safe wrapping and return of the artwork, as well as being charged for the cost of extra time. The Client will be liable if the packaging of the artwork is done in such a way that it causes the damage of the artwork when removing it.

POST PROCESSING & DELIVERY

- 5.1 Images and prints are delivered at the times pre-agreed at the time of booking or if re-negotiated in the shoot.
- 5.2 The standard service allows images to be primarily available for download from Delfanne.co.uk image server and secondly delivered on optical disc (DVD- or DVD-DL+) by courier.
- 5.3 The uploading of images and files to the client's server, third party servers and any other server including 'Dropbox' will be a chargeable service due to the time required to send and confirm delivery by the Photographer.
- 5.4 Post processing is included in the cost of photography. It covers the service of colour calibrating of the images, correcting simple distortions and removing a number of physical blemishes. Images are outputted into the pre-agreed formats at the time of booking.
- 5.5 Changing and manipulating the images, creating composite images, removing elements, replacing and rebuilding elements in the image, are all treated as retouching and will be charged as an extra service accordingly.
- 5.6 The RAW image file & working space file are not given out or distributed, however the 16bit TIFF final work files are available depending on the circumstance and agreement between all parties.
- 5.7 Extra copies of images on disc and proof prints are available at an extra cost.
- 5.8 Lost image files can be replaced by Delfanne Photography, if within a reasonable time. The job reference/invoice number will be required for referencing the originating artwork. There will be a fee for this service.
- 5.9 Images from the artworks photographed are supplied solely to the Client & will only be supplied elsewhere if written permission is given by the Client.
- 5.10 Images are given to the Client to be used for archiving, publishing & promotion.

COPYRIGHT

- 6.1 Delfanne Photography maintains ownership of the image, its RAW and working files; it reserves the right to keep copyright & usage in terms of sale of the final output images. Images may not be sold or given to be resold to make financial gain without the written agreement of Delfanne Photography.
- 6.2 When images are published, the word Delfanne should be credited adjacent to the image.

INSURANCE & DAMAGES COVER

- 7.1 The artworks shall remain at the risk of the Client notwithstanding that the same shall be entrusted by Delfanne Photography.
- 7.2 The Client will insure the artworks on an 'All Risks Policy' and provide documentary evidence of the same to Delfanne Photography and insure that Delfanne Photography's interest is noted on the All Risks Policy including damage and loss.

PAYMENT

8.1 The Client will settle the account within 30 days of the date of the invoice.

ADVERSE CONDITIONS

9.1 Delfanne Photography will not be liable for any failure to perform any job due to circumstances beyond his control including but not limited to: lock-outs, power cuts, flooding, fire, unsafe working conditions, machine breakdown, riots, civil commotions, industrial actions or extreme weather conditions.

9.2 Cancellations within 48 hours & postponements within 24 hours of the agreed time of contracted job will incur a cost based on its estimated duration & charged at the hourly rate.

9.3 If for any reason there is some discrepancy between the service received & the original service agreed, it is the responsibility of the Client to make this known within 5 working days of receipt of the final product.

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