



Terms and Conditions of Service

It is agreed that the following terms along with a Portrait contract set out the total agreement made between the parties and that no variation or modification of this contract shall be effective unless agreed by both parties in writing. Each party that, in entering into the contract, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in the contract and these terms and conditions.

The contract between Slice of Life photography and the client shall become effective when the initial booking fee has been paid.

Payments

The Booking fee, of the total session fee is payable at time of booking and secures the services of the photographer for the sitting at the agreed date and time and is non-refundable or transferable in the event of cancellation by the client, it being the agreed loss suffered by the photographer due to cancellation.

The value of prints, or other items, included within the agreed price is only redeemable as a discount against those items at the price listed by the photographer and ordered by the client at their viewing appointment. At no time will this value be transferable for a cash alternative. Any monies over and above the value of discount are to be paid at the time of order.

The ordering session will be the only time the client can choose and order their products. The client confirms that product pricing has been made available as part of the booking process and the client agrees to the minimum purchase requirement of £99 via the prices and products listed in the product Guide.

Payment for additional images and albums is to be made at the time the order is placed. No photographs will be delivered until all payments due have been paid in full.

Health and Safety

The client accepts it is their personal responsibility to maintain the safety of themselves and other members of their party. The photographer may terminate the session at any time if they deem the safety of themselves or members of the party are at risk. The termination of the session in such circumstances would not result in session fees being returned.

The client is responsible for ensuring they and their party abide by all Health and Safety guidance provided by the photographer.

The client must make the photographer aware of any medical conditions that may be affected by flash photography (e.g. epilepsy).

If the photography session includes food items to be provided by the photographer it is the clients sole responsibility to inform the photographer at the time of booking of any known food allergies.

License and Coverage

The photographer shall be granted artistic license in relation to the poses photographed and any locations used. Although every effort will be made to comply with the client's requests the photographer's judgment regarding the locations/poses and number of images taken shall be deemed correct and not subject to dispute.

Image and Reproduction

All print and presentation sizes quoted are approximate and subject to change at the discretion of the photographer. The photographer will provide a pleasing colour balance but cannot guarantee exact colour matching owing to anomalous reflectance caused by a combination of certain dyes and materials especially man-made fibres. It is sometimes impossible to record on film or digitally the exact colour as seen by the human eye.

All images will be adjusted for, exposure, brightness, contrast, sharpness, etc on a colour calibrated screen. The photographer's judgement regarding these corrections and the number of images put forward to the client for preview shall be deemed correct. Due to limitations of computer monitors and variations of computer operating systems it is understood that images viewed via this method may appear differently according to the specification of each monitor/computer and that prints may not match images rendered on any particular computer monitor.

Some minor retouching (e.g. skin blemishes) may be undertaken in the fee paid, however this must be discussed and agreed with the photographer at the time of the session. Digital manipulation and artist finishing is available to the client as an option at extra cost

Reorders

All reorders shall be treated as an extension of this contract and no responsibility for error will be accepted unless orders are given in writing.

Digital copies of the clients collection shall be retained by the photographer for 3 months from the date of the photography session, after which the photographer can not guarantee that files will be available to the client if required.

A signed receipt is required upon delivery of all products to ensure you are satisfied that their physical condition meet the photographers and client's high expectations.

Ownership and Copyright

All Negatives/digital files remain the property of the photographer.

All completed albums and products shall remain the property of the photographer until full payment is received.

Any images or copies of images whether stored digitally or otherwise and any computer program including any source or object code, computer files or printed documentation relating to such images are protected by the Copyright and Design Act 1988. The copyright and all other rights in the Photos shall be retained by Marie Sampson, trading as Slice of Life Photography. The photographer asserts the right to be credited as the author of the Photos in accordance with sections 77 and 78 of Copyright, Designs and Patents Act 1988. It is contrary to the Act to copy or allow to be copied photographically/ electronically or by any other means an image created as part of this contract without the permission of The photographer in writing. Any unauthorised reproduction of any Photos will constitute a breach of copyright.

Where digital files are provided via USB a file is included containing a license agreement for personal printing. It may be necessary to provide this document when arranging prints or products from the USB images.

Use and Display of Images

In accordance with Slice of Life Photography's Privacy policy and in line with The General Data Protection Regulations the photographer will seek written permission to display any photographs included in this contract in his/her studio, web site, portfolio, literature, display areas, exhibitions, competitions, advertising or slide shows. The client can withdraw their consent in writing at any time and all images will then be removed.

Substitution

In the unlikely event of the assigned Photographer being unable to attend your sitting due to incapacitating illness or injury to the photographer shall have the option, whenever possible, to mutually agree with you a replacement photographer to carry out the photo services. If we cannot agree a replacement then liability shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

Limitation of Liability

Our entire liability for any breach of this agreement or any representation, act or omission (including negligence) shall be limited to our fee in relation to the photo services and we shall not be responsible for any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

The limitation on liability shall also apply in the event that photos are lost through equipment malfunction, are lost in the mail or otherwise lost or damaged where the photographer is not liable.

Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from negligence; or any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us.

Cancellation

Where the photographer has to cancel the session, due to circumstances beyond their control the full amount of the booking fee and any other payment received shall be transferred for payment to a new date agreeable by both parties. The photographer will not be responsible or liable for any additional costs incurred by the client.

Complaints

Any complaints should first be raised by the client with the photographer in writing within 14 days of the occurrence which gives rise for complaint. The photographer shall consider the complaint and shall provide a response to the client within 14 days of receipt of the complaint. In the unlikely event of an unresolved complaint the client may request the Guild of Photographers to mediate but only on the basis that its decision shall be final and binding upon both parties.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.