

Terms and Conditions

DEFINITIONS

1. The Author means the photographer who took the images.
2. The Client refers to the person booking the Companies services
3. The Company is Darryl Brooks Photography
4. The Commission means an instruction from the Client to the Company engaging the photographer's services.
5. The Shoot means the event the Client has booked the Company to photograph.

Copyright.

Copyright to all photographs and electronic data will be retained by the Company. Photographs supplied to Clients are for private use only, and may not be reproduced in any media, nor stored in any format, unless specific permission in writing has been obtained from the Author or the Company.

Fees and deposits

Fees are payable in advance in accordance with the tariff of services. Upon signature, the Author reserves the date and time agreed upon, and will NOT make other wedding reservations for that date. For this reason, the retainer fee is non-refundable. For weddings, a deposit of £150 is payable upon booking. The balance of any monies due are to be paid one month before the date of the commissioned Shoot. In the event that the wedding is re-scheduled, and the date and time is still available, 50% of the initial deposit will be credited to the new booking. Any further prints, albums or other services agreed after the event should be paid at time of ordering. For portraits and events, the agreed package fee is to be paid upon the day of the shoot. Any further costs and photos are to be paid for on delivery of prints or other media. Please note, for larger media orders, at The Author's discretion, a deposit may be required before the order will be processed. For weddings of more than 3 hours coverage, provision should be made for a small meal / bar snack to be served to The Author around the same time as the wedding breakfast.

Timescales

Images will usually be available to view within one week of the shoot, but should be no longer than three weeks. Photographs must be chosen within 12 months of the shoot or client could be liable for a fee to cover material costs increases (currently 5% of package price per annum) before the Author will release final product.

Cancellations

In the event of the Commission being cancelled by the Client, provided the cancellation in writing is received at the Companies office no later than 1 month before the date of the commissioned Shoot, any monies paid other than the initial deposit will be refunded. If the Commission is cancelled after this date, no refund of deposit is payable. In the event of the Commission being cancelled by the Company, all monies paid by the Client will be refundable in full. The Company reserves the right to cancel in writing any Commission at any time.

Indemnities

While every effort will be made by the Company to ensure the Commission proceeds in accordance with the Clients instructions, no guarantee is given or implied. The Author will make every effort to ensure all photographic data is carefully stored. The Author takes the utmost care with respect to exposure, transportation, and processing the photographs. However, in the unlikely event that all the photographs have been lost, stolen, damaged or destroyed for reasons within or beyond the Author's control, the Author's liability is limited to the return of all payments received for the event package. The limit of liability for a partial loss of originals shall be a prorated amount of the package selected, based on the percentage of originals lost.

Data

The Company will archive all digital photographic data for a period of ten years, after which time all data will either be deleted, or passed to the Client if so requested. All data is copyright protected as detailed in item one.

Model Release

The contracting party grants the Author the unrestricted right to copyright, use and publish photographs of the contracting party for commercial, promotion, competition or other purposes without compensation or liability to the contracting party.

Warranties

The Company will guarantee all printing supplied by us for a period of ten years.