

## General Terms & Conditions

In the following terms & conditions “the photographer” shall mean Rayka Kakavand trading as Rayka Kakavand Photography. “The client(s)” shall be those persons defined in the booking form. It is mutually agreed that the following terms of agreement form an integral part of this contract and cannot be varied in any way by the client(s) unless such conditions are expressly agreed by the photographer in writing. By booking with the photographer you agree to the below Terms and Conditions.

### **1. Booking Fee:**

1.1 **150£ session fee** is required at the time of booking in order to reserve and secure the appointment unless otherwise confirmed by Rayka Kakavand Photography. Payment must be paid by bank transfer or PayPal.

### **2. Payments:**

2.1 Balances owed for photo shoot appointments **must be** paid in full before the session commences.

Payment for all extra items ordered must be made at the time of ordering. Prices for prints, digital images, mounts and framing options are available upon request.

### **3. Price:**

3.1 All charges and additional goods specified on the booking form are supplied at the prices ruling on the date of booking. Goods not specified on the booking form are supplied at the prices ruling at the time of receipt of the order.

### **4. Display:**

4.1 The client(s) hereby allow(s) the photographer to display any photograph covered by this contract and to generally promote the business in advertising, brochures, magazine articles, websites, sample albums etc.

### **5. License, Coverage and Reproduction:**

5.1 Photographs taken during the course of the session/event will be at the discretion of the photographer although every effort will be made to comply with the clients requirements.

5.2 The photographer shall be granted artistic license in relation to the poses photographed and

the locations used. The photographer's judgement regarding these matters shall be deemed correct.

5.3 When attending events the photographer shall endeavour to photograph all individuals as requested by the client(s) at some point, but no responsibility will be taken by the photographer on the occasion of leaving somebody out.

5.4 At certain venues, the photographer's movements are sometimes restricted by the official in charge. The area from which the photographer is able to cover the event may not be the photographer's choice and the photographer cannot accept responsibility for any obstructed view should this be the case.

5.5 On location or events due to a variety of uncontrolled lighting conditions and the limitations of digital sensors, some colours may alter throughout a set of photographs.

5.6 Although all equipment is checked regularly and reasonable steps are taken to ensure backup equipment is available, the photographer will not be responsible for photographs that are not produced due to technical failure.

## **6. Prints, reprints and enlargements.**

6.1 I offer a vast array of print and enlargements sizes all with different aspect ratio's, all of my images are shoot to the aspect ratio of 2:3 which is ideal for most popular enlargement options. However on some of the enlargements sizes I offer image cropping may/will occur. Please ask advice before ordering enlargements.

## **7. Postage & Packaging:**

7.1 The post & packing charges are as listed on the website at the time of booking.

## **8. Creative Licence:**

8.1 Rayka Kakavand Photography shall be granted creative and artistic licence in relation to the choice of locations and poses used. Rayka Kakavand Photography's judgement on photographic style and the number of photographs taken shall be deemed correct. Some photographs may not be possible due to changes of the weather and the availability and willingness of subjects.

Rayka Kakavand Photography will do his best to honour requested photographs but do not undertake to guarantee any specific picture nor incorporate any specific background, location or group arrangement.

## **9. Copyright:**

9.1 The 1998 Copyright, Designs, and Patents Act assigns copyright to Rayka Kakavand Photography, unless at the time of booking a release is negotiated. By purchasing images in either print or digitally you are purchasing the right to the image, not the copyright and therefore have no rights to reproduce the image in or on any medium. You may not copy the photographs taken under this contact, or allow copies to be made photographically, electronically, or by any other means. This is a standard condition for professional photographers. See also my full [Copyright Notice](#).

## **10. Ownership:**

10.1 All digital negatives (computer files) remain the property of the photographer. On occasion, the photographer may supply a copy of the edited digital negatives to the client(s) for their own non-commercial use.

## **11. Force Majeure:**

11.1 In the unlikely event of total photographic failure, injury or sickness beyond Rayka Kakavand Photography's control, their liability shall be limited to a full refund of all monies paid. Your statutory rights are not affected. Rayka Kakavand Photography has full Public Liability and Professional Indemnity Insurance.

## **12. Cancellation:**

12.1 If Rayka Kakavand Photography has to cancel the appointment for reasons beyond their control (death, injury, sickness, etc.), their liability shall be limited to a full refund of all monies paid. If the Client cancels the appointment 50% of the session Fee will be retained by Rayka Kakavand Photography.

## **13. Postponement:**

13.1 Should the cancelled appointment turn out to be a postponement, then, subject to Rayka Kakavand Photography's availability, all monies paid may be applied to the new appointment.

In this case, the total fees chargeable shall be the fee which applies at that time. In the event that Rayka Kakavand Photography take another appointment for your cancelled or postponed date, a full unconditional refund of your deposit and monies paid shall be made. If, following cancellation by the client, a new date cannot be agreed by both parties, the full booking fee will be retained by Rayka Kakavand Photography.

## **14. Postponement Due To Adverse Weather:**

14.1 If the appointment has to be cancelled by Rayka Kakavand Photography due to adverse weather conditions a new, mutually agreed appointment will be made. However, if the Client

would like a Booking Fee refund, this will be granted.

## **15. Personal Accident:**

15.1 Any directions issued to clients, their guests or employees during a photographic shoot/event are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

## **16. Complaints Procedure:**

16.1 Please address any complaints to Rayka Kakavand Photography by email or writing as per my contact details. I will endeavour to respond to any complaint within 5 working days of receipt.

***PRIVACY** My Reportage Company will store your name and address details on a private internal database. These details will not be made available to third parties as specified in my Privacy Policy statement. Should you wish to have your details removed from our database, please advise us in writing.*

Agree with terms and conditions, please tick the box below:

Clients name and surname:

Date of signing contract: